

March 19, 2013
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jim Sands
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Moment of silence
- b. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-6 dated February 26, 2013 to March 11, 2013 in the amount of \$395,466.57.
- b. Consideration to approve the City Commission Minutes for March 5, 2013.
- c. Consideration and approval of voluntary refund to Medicare in the amount of \$6,156.62.
- d. Consideration to allow the Mayor to sign the Operations & Maintenance Assurance Statement for the Land Water Conservation Fund.
- e. Consideration of Award of Bid Fertilizer and Herbicide Application Junction City Parks. (Bid NO - PR 13-002) for a total amount of \$17,124.54.

4. NEW BUSINESS:

- a. Consideration of a Memorandum of Understanding between the City of Junction City and the Junction City Community Baseball Club for use of Rathert Stadium.
- b. Consideration of a Memorandum of Understanding between the City of Junction City and the American Legion Post 45 Baseball Program for use of Rathert Stadium.

- c. Consideration of approval to seek bids for installing permanent electrical power in Heritage Park for the Sundown Salute Event.
- d. Consideration and award of bid Storm Water Management Master Plan Contract
- e. Consideration and Award of Bid for General Engineering Services Contract.
- f. Consideration and award of bid 2013 Street Maintenance Program - Micro-Surfacing.
- g. Consideration of Ordinance S-3115, a request by interested parties to rezone the property at 411 East 8th Street from "IH" Heavy Industrial to "CCS" Central Commercial Special in order to convert the building to a restaurant/night club/bar operation.
- h. Consideration of Ordinance S-3116, the request of interested parties, to rezone from "Ag" Agricultural (Geary County) to "PDD" Planned Development District of a strip of land adjacent to the Country Club Hills Addition and approve the annexation thereof.
- i. Consideration of Ordinance S-3117 regarding Case No. SUP-02-01-13, the request of Martin Cox for a Special Use Permit to establish a worm farm in the basement of his home at 226 East 12th Street.
- j. Consideration of Case No. FP-02-02-13, Final Plat approval of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 of Country Club Hills Addition and certain unplatted lands, to the City of Junction City, Kansas..
- k. Consideration of Settlement Agreement in Eminent Domain Proceeding between City and Bruce V. Johnson

5. **COMMISSIONER COMMENTS:**

6. **STAFF COMMENTS:**

7. **ADJOURNMENT:**

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-6 dated February 26, 2013 to March 11, 2013 in the amount of \$395,466.57.

City of Junction City

City Commission

Agenda Memo

Mar 19th, 2013

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-6 dated-Feb 26-Mar 11 2013
in the amount of \$ 395,466.57

Background: Attached is listing of the Appropriations for ---Feb 26-Mar 11 2013

Appropriations — Feb 26-Mar 11 2013 \$395,466.57

EFT Payments

Visa- \$28,039.80

Veolia- \$482885.34 (Feb and Mar)

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|-------------------------------------|--------------|--|---------|----------------------------|-----------|
| NON-DEPARTMENTAL | GENERAL FUND | FAMILY SUPPORT PAYMENT CENTER (MISSOUR | 3/08/13 | MACSS #41061331/ CV103-753 | 154.85 |
| | | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 29,974.65 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 5,331.03 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 3,679.50 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 3,352.52 |
| | | JUNCTION CITY FIREFIGHTERS AID ASSOCIA | 3/08/13 | FIREFIGHTERS AID ASSOCIATI | 112.50 |
| | | JAN HAMILTON, CH.13 TRUSTEE- | 3/08/13 | GREG MARSH 12-41834 | 575.00 |
| | | KANSAS PAYMENT CENTER | 3/08/13 | GARNISHMENT | 1,019.77 |
| | | | 3/08/13 | GARNISHMENT | 290.77 |
| | | | 3/08/13 | KANSAS PAYMENT CENTER | 837.86 |
| | | W H GRIFFIN, TRUSTEE | 3/08/13 | C GEORGE 12-22755-13 | 700.00 |
| | | COURT TRUSTEE OFFICE | 3/08/13 | GARNISHMENT GE08CR915 | 250.13 |
| | | FIREMEN'S RELIEF ASSOCIATION | 3/08/13 | FIREMANS RELIEF | 199.80 |
| | | JUNCTION CITY FIRE FIGHTERS ASSOCIATIO | 3/08/13 | I.A.F.F. LOCAL 3309 | 945.00 |
| | | JUNCTION CITY POLICE | 3/08/13 | JCPOA | 790.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 9,494.71 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 1,741.39 |
| | | | 3/08/13 | KP&F | 13,126.72 |
| | | | 3/08/13 | KPERS #2 | 2,362.21 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 1,795.61 |
| | | PRE-PAID LEGAL SERVICES, | 3/08/13 | PREPAID LEGAL | 247.07 |
| | | ROLLING MEADOWS GOLF COURSE | 3/08/13 | ROLLING MEADOWS GOLF COURS | 20.83 |
| | | KANSAS STATE TREASURER | 3/01/13 | KANSAS STATE TREASURER | 2,036.00 |
| | | | 3/01/13 | KANSAS STATE TREASURER | 136.50 |
| | | | 3/01/13 | KANSAS STATE TREASURER | 5,528.00 |
| | | | 3/01/13 | KANSAS STATE TREASURER | 250.00 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 3/08/13 | UNITED WAY | 206.64_ |
| | | | | TOTAL: | 85,159.06 |
| INFORMATION TECHNOLOGY GENERAL FUND | | VERIZON WIRELESS | 2/12/13 | IS Director | 51.59 |
| | | | 2/25/13 | GVP CELL FEBRUARY 2013 | 80.02 |
| | | INCODE | 3/01/13 | Web Publishing Fees | 200.00_ |
| | | | | TOTAL: | 331.61 |
| ADMINISTRATION | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 545.86 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 127.64 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 384.62 |
| | | CL HOOVER OPERA HOUSE | 3/11/13 | CL HOOVER OPERA HOUSE | 175.00 |
| | | VERIZON WIRELESS | 2/25/13 | 210-7021=CITY CLERK | 51.59 |
| | | | 2/25/13 | 223-7779=CITY MANAGER | 51.59 |
| | | | 2/25/13 | 210-5380-HR DIRECTOR | 51.59 |
| | | | 2/25/13 | 307-2150-CITY MANAGER MIFI | 40.01 |
| | | | 2/25/13 | 323-7174-CITY ATTORNEY | 51.59 |
| | | GCH RURAL HEALTH CLINIC | 3/11/13 | RANDOM SCREENINGS | 180.00 |
| | | SEMINOLE ENERGY SERVICES, LLC | 3/11/13 | 700 N JEFF-GAS-JAN 2013 | 2,217.75 |
| | | MUNICIPAL CODE CORPORATION | 3/11/13 | IMAGES,GRAPH, ORDLINK | 1,940.20 |
| | | KANSAS GAS SERVICE | 3/11/13 | 700 N JEFFERSON-FEB 2012 | 444.33 |
| | | | 3/11/13 | 701 N JEFFERSON-EDC | 136.78 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INSURANCE | 42.23 |
| | | WESTAR ENERGY | 3/11/13 | 617 N WASHINGTON | 21.86 |
| | | | 3/11/13 | 700 N JEFFERSON | 1,996.02 |
| | | | 3/11/13 | MUNICIPAL BLDG-POLE LIGHT | 28.99 |
| | | | 3/11/13 | 701 N JEFFERSON-EDC | 158.38 |
| | | | 3/11/13 | 902 E CHESTNUT-SHH | 421.84 |
| | | | 3/11/13 | JC ANIMAL SHELTER | 0.00 |
| | | | 3/11/13 | 2718 INDUSTRIAL-VENTRIA | 4,077.24 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|----------------------|--------------|--------------------------|---------|----------------------------|-----------|
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 317.64 |
| | | | 3/08/13 | KPERS #2 | 495.27 |
| | | TMHC SERVICES, INC. | 3/11/13 | RANDOM DRUG SCREENS | 360.00 |
| | | | 3/11/13 | RANDOM DRUG SCREENS | 78.75 |
| | | WEST PAYMENT CENTER | 3/11/13 | KS COURT PAMPHLETS-BLAISDE | 288.00 |
| | | | 3/11/13 | FEB 1 2013-FEB 28 2013 | 181.71 |
| | | | | TOTAL: | 14,866.48 |
| BUILDING MAINTENANCE | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 140.35 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 32.83 |
| | | VERIZON WIRELESS | 3/05/13 | CHUCK WRIGHT | 162.70 |
| | | | 3/05/13 | 785-210-9199 MAINT BUILDIN | 32.00 |
| | | GCH RURAL HEALTH CLINIC | 3/11/13 | BARR-DRUG SCREEN | 45.00 |
| | | | 3/11/13 | BARR-EXAM | 236.00 |
| | | C & K CONSTRUCTION | 2/26/13 | DRAIN JCPD MEN'S LOCKER RM | 140.00 |
| | | | 3/04/13 | HOT WATER HEATER JCFD | 928.00 |
| | | HEARTLAND ALARMS, INC | 2/15/13 | FIRE ALARM TEST ELEV PANL | 240.00 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 17.38 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #2 | 214.88 |
| | | THERMAL COMFORT AIR, INC | 2/20/13 | ICE MACHINE REPAIR FIRE ST | 344.55 |
| | | | | TOTAL: | 2,533.69 |
| PARKS | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 440.18 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 102.94 |
| | | RANDYS TREE SERVICE | 3/11/13 | CHRISTMAS LIGHT REMOVAL | 1,300.00 |
| | | VERIZON WIRELESS | 3/05/13 | 209-0933=PARKS WORKER | 0.00 |
| | | | 3/05/13 | 209-1306=PARKS WORKER | 0.00 |
| | | | 3/05/13 | 210-7130=PARKS WORKER | 32.00 |
| | | | 3/05/13 | 210-7131=PARKS/REC DIRECTO | 51.59 |
| | | | 3/05/13 | 223-1324=PARKS WORKER | 32.00 |
| | | | 3/05/13 | 307-8579=MIFI | 40.01 |
| | | | 3/05/13 | 785-761-6414 PARKS WORKER | 32.00 |
| | | GCH RURAL HEALTH CLINIC | 3/11/13 | HELMS-DRUG SCREEN | 45.00 |
| | | | 3/11/13 | HELMES-EXAM | 75.00 |
| | | | 3/11/13 | BLISARD-DRUG SCREEN | 45.00 |
| | | | 3/11/13 | BLISARD-EXAM | 82.00 |
| | | JIM CLARK AUTO CENTER | 3/05/13 | #127 TRANSMISSION | 1,600.00 |
| | | CONCORDIA TRACTOR | 2/26/13 | GATOR 178, REPLAC HYDRO CY | 435.40 |
| | | KANSAS GAS SERVICE | 3/11/13 | 2307 N JACKSON | 1,457.47 |
| | | | 3/11/13 | 1017 1/2 W 5TH ST | 30.08 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 41.15 |
| | | WESTAR ENERGY | 3/11/13 | 2307 N JACKSON-POLE LIGHTS | 328.76 |
| | | | 3/11/13 | 1021 GRANT-FEMA LAND | 27.04 |
| | | | 3/11/13 | 100 GRANT-WASH-MONT PLAZA | 72.85 |
| | | | 3/11/13 | CORONADO PARK BATHROOMS | 21.38 |
| | | | 3/11/13 | CORONADO PARK LIGHTS | 15.15 |
| | | | 3/11/13 | CORONADO PARK TENNIS LIGHT | 19.95 |
| | | | 3/11/13 | RIMROCK PARK LIGHTS | 107.68 |
| | | | 3/11/13 | RIMROCK PARK LIGHTS | 294.88 |
| | | | 3/11/13 | NORTH PARK LIGHTS | 27.69 |
| | | | 3/11/13 | NORTH PARK LIGHTS | 133.25 |
| | | | 3/11/13 | SOUTH PARK LIGHTS | 89.37 |
| | | | 3/11/13 | SOUTH PARK LIGHTS | 75.78 |
| | | | 3/11/13 | SOUTH PARK BATHROOM | 20.29 |
| | | | 3/11/13 | FILBY PARK LIGHTS | 71.32 |
| | | | 3/11/13 | 14TH&CUSTER-FILBY BATHROOM | 19.95 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|---------------|--------------|-------------------------------|----------|----------------------------|-----------|
| | | | 3/11/13 | 5TH ST PARK-TENNIS | 82.36 |
| | | | 3/11/13 | 5TH&WASHINGTON-HERITAGE | 493.63 |
| | | | 3/11/13 | 5TH ST PARK LIGHT POLES | 195.01 |
| | | | 3/11/13 | 5TH ST PARK LIGHT POLES | 166.12 |
| | | | 3/11/13 | 420 GRANT-BRAMLAGE | 104.16 |
| | | | 3/11/13 | SERTOMA PARK LIGHTS | 19.95 |
| | | | 3/11/13 | SERTOMA PARK LIGHTS | 395.53 |
| | | | 3/11/13 | CLEARY PARK LIGHTS | 26.92 |
| | | | 3/11/13 | CLEARY PLAYGROUND LIGHTS | 19.95 |
| | | | 3/11/13 | CLEARY PARK BATHROOM | 64.23 |
| | | | 3/11/13 | 1020 W 11TH 1/2-CLEARY BLD | 52.08 |
| | | | 3/11/13 | RATHERT FIELD LIGHTS | 260.79 |
| | | | 3/11/13 | RATHERT FIELD | 110.74 |
| | | | 3/11/13 | RATHERT FIELD LIGHTS | 59.64 |
| | | | 3/11/13 | 1200 N FRANKLIN ST | 19.95 |
| | | | 3/11/13 | 200 N EISENHOWER-SIGN | 26.92 |
| | | | 3/11/13 | PAWNEE PARK LIGHT | 442.43 |
| | | | 3/11/13 | NORTH PARK-CONCESSION | 300.85 |
| | | | 3/11/13 | 302 W 18TH-BUFFALO SOLDIER | 19.00 |
| | | | 3/11/13 | 2301 SVR-PLANTERS | 114.64 |
| | | | 3/11/13 | 930 E GUNNER-PATH LIGHT | 95.98 |
| | | | 3/11/13 | 920 E GUNNER-PATH LIGHT | 226.47 |
| | | | 3/11/13 | 145 E ASH-RIVER WALK | 30.39 |
| | | | 3/11/13 | 1821 CAROLINE AVE-BLUFFS | 19.95 |
| | | | 3/11/13 | 900 W 12TH-PARK LIGHT | 109.35 |
| | | | 3/11/13 | 5TH & EISENHOWER-SIGN | 709.85 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 576.09 |
| | | | 3/08/13 | KPERS #2 | 112.48 |
| | | MONTGOMERY COMMUNICATIONS INC | 3/11/13 | RATHERT MAINTENANCE | 34.75 |
| | | | 3/11/13 | PARKS BID FERTILIZE/HERBIC | 34.75_ |
| | | | | TOTAL: | 12,092.12 |
| SWIMMING POOL | GENERAL FUND | KANSAS GAS SERVICE | 3/11/13 | 1017 W 5TH | 30.08 |
| | | WESTAR ENERGY | 3/11/13 | 5TH ST POOL | 42.79_ |
| | | | | TOTAL: | 72.87 |
| AIRPORT | GENERAL FUND | KANSAS AIR CENTER | 3/11/13 | FEBRUARY 2013-MONTH CONTRA | 1,833.33 |
| | | KANSAS GAS SERVICE | 3/11/13 | AIRPORT MAINTENANCE BLDG | 94.89 |
| | | WESTAR ENERGY | 3/11/13 | 540 W 18TH-AIRPORT MAIN | 356.96 |
| | | | 3/11/13 | AIRPORT FLASHER LIGHTS | 52.50_ |
| | | | | TOTAL: | 2,337.68 |
| GOLF COURSE | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 264.94 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 61.96 |
| | | KANSAS DEPT OF AGRICULTURE | 3/10/13 | FOOD SAFETY LICENSE | 200.00 |
| | | PROFESSIONAL TURF PRODUCTS | 3/11/13 | TRACTOR MOUNTED SEEDER | 6,710.58 |
| | | AGRIUM ADVANCED TECHNOLOGIES | 3/10/13 | SR SIG CHAMP GQ-GLS | 3,933.65 |
| | | FOOTJOY | 3/10/13 | GOLF SHOES FOR RESALE | 3,132.16 |
| | | | 3/10/13 | GOLF SOCKS | 225.26 |
| | | | 9/07/12 | RETURN GOLF SHOES | 355.76- |
| | | | 11/09/12 | RETURNED MERCHANDISE | 543.00- |
| | | | 11/01/12 | RETURNED MERCHANDISE | 472.00- |
| | | GEARY COUNTY RWD #4 | 3/10/13 | RURAL WATER | 77.66 |
| | | KANSAS DEPT OF REVENUE | 3/10/13 | ALCOHOLIC BEVERAGE LICENSE | 1,100.00 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 19.91 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 145.08 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|-------------------------------------|--------------|-------------------------------|---------|----------------------------|-----------|
| | | | 3/08/13 | KPERS #2 | 155.34 |
| | | MONTGOMERY COMMUNICATIONS INC | 3/11/13 | JC SUPERINTENDENT GOLF | 154.80 |
| | | NIKE USA, INC | 3/10/13 | SPECIAL ORDER | 452.25 |
| | | PEPSI | 2/28/13 | DM-RECEIVED CK OCT 24 2011 | 324.38 |
| | | SAFETY-KLEEN CORP | 3/10/13 | EQUIP SERV/REPAIR | 174.45 |
| | | TIELKE ENTERPRISE, LLC | 3/10/13 | SANDWICHES | 8.49 |
| | | VAN WALL EQUIPMENT | 3/10/13 | EQUIP REPAIR PARTS | 125.44_ |
| | | | | TOTAL: | 15,895.59 |
| AMBULANCE | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 47.99 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 244.56 |
| | | INTRUST BANK, N.A. | 3/11/13 | AMBULANCE LEASE PRINCIPAL | 14,374.43 |
| | | | 3/11/13 | AMBULANCE LEASE INTEREST | 817.86 |
| | | VERIZON WIRELESS | 2/22/13 | 223-1237 (M3) | 6.99 |
| | | | 2/22/13 | 223-1238 (M4) | 6.59 |
| | | | 2/22/13 | 223-1240 (M2) | 11.87 |
| | | | 2/22/13 | 223-1243 (M1) | 6.46 |
| | | | 2/22/13 | 223-7309 (CHIEF STEINFORT) | 32.00 |
| | | | 2/22/13 | 761-7543-RICK ROOK | 51.59 |
| | | GCH RURAL HEALTH CLINIC | 3/11/13 | ROSS/HEP B VACCINES & ADMI | 215.00 |
| | | | 3/11/13 | BOGENHAGEN/PHYSICAL | 82.00 |
| | | | 3/11/13 | BOGENHAGEN/DRUG SCREEN | 45.00 |
| | | | 3/11/13 | CARR/HEP B VACCINE DOSE 1 | 45.00 |
| | | | 3/11/13 | CARR/HEP B VACCINE DOSE 2 | 45.00 |
| | | | 3/11/13 | MCNALLY/HEP B VACCINE | 45.00 |
| | | | 3/11/13 | BLECHA/PHYSICAL | 82.00 |
| | | | 3/11/13 | PEREZ/PHYSICAL | 82.00 |
| | | | 3/11/13 | PEREZ/DRUG SCREEN | 45.00 |
| | | KANSAS GAS SERVICE | 3/11/13 | 700 N JEFFERSON-JAN 2012 | 222.16 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 102.96 |
| | | WESTAR ENERGY | 3/11/13 | 700 N JEFFERSON | 673.52 |
| | | | 3/11/13 | MUNICIPAL BLDG-POLE LIGHT | 14.48 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 76.04 |
| | | | 3/08/13 | KP&F | 3,554.94 |
| | | MOORE MEDICAL LLC | 2/28/13 | MEDICAL SUPPLIES | 1,066.02 |
| | | OMNI BILLING | 3/06/13 | FEBRUARY 2013 AMB BILLING | 3,562.80_ |
| | | | | TOTAL: | 25,559.26 |
| COUNTY/INS ZONING SVCS GENERAL FUND | | VERIZON WIRELESS | 2/28/13 | ZONING ADMINISTRATOR | 35.16 |
| | | | 2/28/13 | MUNICIPAL SERVICE DIRECTOR | 11.72 |
| | | MONTGOMERY COMMUNICATIONS INC | 3/11/13 | SUP 02-02-13 | 68.95 |
| | | | 3/11/13 | CASE Z-03-01-13 | 68.95_ |
| | | | | TOTAL: | 184.78 |
| ENGINEERING | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 81.78 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 19.13 |
| | | VERIZON WIRELESS | 2/28/13 | ASST CITY ENGINEER | 51.59 |
| | | | 2/28/13 | ENGINEER ASST | 51.59 |
| | | | 2/28/13 | MUNICIPAL SERVICE DIRECTOR | 11.72 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 8.67 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 92.10 |
| | | | 3/08/13 | KPERS #2 | 33.36_ |
| | | | | TOTAL: | 349.94 |
| CODES ENFORCEMENT | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 217.23 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 50.80 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------|--------------|---------------------------------|---------|-----------------------------|----------|
| | | VERIZON WIRELESS | 2/28/13 | SENIOR INSPECTOR | 32.00 |
| | | | 2/28/13 | INSPECTOR | 32.00 |
| | | | 2/28/13 | MUNICIPAL SERVICE DIRECTOR | 11.72 |
| | | | 2/28/13 | INSPECTOR IPAD 2 | 40.01 |
| | | | 2/28/13 | SENIOR INSPECTOR IPAD 2 | 40.01 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 22.78 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 362.54 |
| | | MONTGOMERY COMMUNICATIONS INC | 3/11/13 | R-2681 CONDEMN 305 E 8TH | 227.13_ |
| | | | | TOTAL: | 1,036.22 |
| POLICE | GENERAL FUND | DIGITAL-ALLY | 2/26/13 | 1054509 CAMERA MIC REPAIR | 220.00 |
| | | | 3/11/13 | 1054659 CAMERA REPAIR | 637.00 |
| | | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 571.79 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 1,148.14 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 1,315.45 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 302.79 |
| | | ADI SYSTEMS INC | 3/05/13 | S18479 TONER CARTRIDGE REF | 111.00 |
| | | SPRINT | 3/11/13 | 11CR295 PHONE PING #11C429 | 30.00 |
| | | DATALUX CORPORATION | 3/08/13 | 43869 MDT MOUNT/PLATE ASSM | 400.00 |
| | | VERIZON WIRELESS | 2/25/13 | PD CELL FEBRUARY 2013 | 892.08 |
| | | CDW GOVERNMENT INC | 2/26/13 | Computer - Vehicle Tracki | 785.60 |
| | | GCH RURAL HEALTH CLINIC | 3/07/13 | 21725 2ND HEP B VACCINE #7 | 45.00 |
| | | | 3/07/13 | 61418 1ST HEP B VACCINE #7 | 110.00 |
| | | | 3/07/13 | 61418 2ND HEP B VACCINE #7 | 45.00 |
| | | | 3/07/13 | 66765 2ND HEP B VACCINE #7 | 45.00 |
| | | | 3/07/13 | 66799 2ND HEP B VACCINE #7 | 45.00 |
| | | | 3/07/13 | HEARING EVAL #782 | 40.00 |
| | | | 3/07/13 | DRUG SCREEN #782 | 45.00 |
| | | | 3/07/13 | 67954 DRUG SCREEN # 781 | 45.00 |
| | | | 3/07/13 | HEARING EVAL #783 | 40.00 |
| | | | 3/07/13 | DRUG SCREEN #783 | 45.00 |
| | | | 3/07/13 | PREEMPLOYMENT SCREEN #784 | 82.00 |
| | | | 3/07/13 | DRUG SCREEN #784 | 45.00 |
| | | | 3/07/13 | 1ST HEP B VACCINE #784 | 45.00 |
| | | | 3/07/13 | 2ND HEP B VACCINE #784 | 45.00 |
| | | | 3/07/13 | PREEMPLOYMENT SCREENING #78 | 82.00 |
| | | | 3/07/13 | DRUG SCREEN #786 | 45.00 |
| | | | 3/07/13 | 1ST HEP B VACCINE #786 | 45.00 |
| | | | 3/07/13 | 2ND HEP B VACCINE #786 | 45.00 |
| | | | 3/07/13 | PREEMPLOYMENT SCREEN #785 | 82.00 |
| | | | 3/07/13 | DRUG SCREEN #785 | 45.00 |
| | | | 3/07/13 | 69927 DRUG SCREEN #787 | 45.00 |
| | | | 3/07/13 | 68828 DRUG SCREEN #788 | 45.00 |
| | | STAPLES ADVANTAGE | 3/05/13 | 3193396523 PAPER TOWELS | 42.78 |
| | | | 3/05/13 | 3193396524 MANILLA ENVELOP | 322.90 |
| | | CONTINENTAL PROFESSIONAL LANDRY | 3/11/13 | 112039 UNIFORM CLEANING | 16.65 |
| | | | 3/11/13 | 112079 UNIFORM CLEANING | 51.80 |
| | | | 3/11/13 | 112081 UNIFORM CLEANING | 12.95 |
| | | | 3/11/13 | 112082 UNIFORM CLEANING | 11.10 |
| | | | 3/11/13 | 112111 UNIFORM CLEANING | 85.10 |
| | | | 3/11/13 | 112113 UNIFORM CLEANING | 35.15 |
| | | | 3/11/13 | 112114 UNIFORM CLEANING | 48.10 |
| | | | 3/11/13 | 112221 UNIFORM CLEANING | 14.80 |
| | | | 3/11/13 | 112223 UNIFORM CLEANING | 66.60 |
| | | KA-COMM | 3/08/13 | 114406 RADIO REPAIR/NARROW | 155.00 |
| | | | 3/08/13 | 114416 RADIO MAINTENANCE | 96.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------|--------------|------------------------------|---------|----------------------------|-----------|
| | | | 3/08/13 | 114453 LOGIC BOARD RADIO # | 380.00 |
| | | | 3/08/13 | 114454 LOGIC BOARD/NARROWB | 380.00 |
| | | | 3/08/13 | 114480 NARROWBAND LICENSE | 75.00 |
| | | | 3/08/13 | 114514 DATA BACKBONE SYSTE | 150.00 |
| | | | 3/08/13 | 114514 DATA BACKBONE SYSTE | 150.00 |
| | | KEY OFFICE EQUIPMENT | 3/11/13 | J47306 MAP PINS | 8.81 |
| | | KANSAS GAS SERVICE | 3/11/13 | 312 E 9TH | 1,375.05 |
| | | | 3/11/13 | 210 E 9TH | 414.13 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 495.96 |
| | | | 3/08/13 | ADVANCE LIFE INUSRANCE | 128.44 |
| | | WESTAR ENERGY | 3/11/13 | 210 E 9TH-JCPD | 2,586.49 |
| | | | 3/11/13 | 312 E 9TH-JCPD STORAGE | 327.01 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 649.69 |
| | | | 3/08/13 | KPERS #1 | 1,089.19 |
| | | | 3/08/13 | KP&F | 15,656.56 |
| | | | 3/08/13 | KP&F | 686.72 |
| | | | 3/08/13 | KPERS #2 | 175.08 |
| | | | 3/08/13 | KPERS #2 | 629.88 |
| | | INCODE | 3/01/13 | Pawn Tickets | 556.82 |
| | | THE PRINTERY | 3/08/13 | 23043 MAILING LABELS | 119.00 |
| | | | 3/08/13 | 23043 CONTACT CARDS | 222.00 |
| | | | 3/08/13 | 23043 EVIDENCE CARDS | 310.00 |
| | | WEST PAYMENT CENTER | 3/11/13 | 826761194 CLEAR SUBSCRIPTI | 166.48_ |
| | | | | TOTAL: | 35,261.09 |
| FIRE | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 47.99 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 994.62 |
| | | VERIZON WIRELESS | 2/22/13 | 209-0124 (STN 2 CAPT) | 6.20 |
| | | | 2/22/13 | 209-0255 (BC) | 5.81 |
| | | | 2/22/13 | 209-0668 (STN 1 CAPT) | 5.29 |
| | | THE AUSTIN PETERS GROUP, INC | 3/04/13 | FIRE CHIEF RECRUITMENT | 2,500.00 |
| | | KA-COMM | 2/26/13 | REPAIR RADIO/E30 | 99.60 |
| | | | 2/26/13 | REPAIR RADIO/522 | 135.54 |
| | | EMERGENCY FIRE EQUIPMENT | 2/28/13 | FIRE HELMETS X 3 | 821.95 |
| | | KANSAS GAS SERVICE | 3/11/13 | 700 N JEFFERSON-JAN 2012 | 222.16 |
| | | | 3/11/13 | 2245 LACY DR-FIRE | 458.27 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 349.92 |
| | | WESTAR ENERGY | 3/11/13 | 700 N JEFFERSON | 673.52 |
| | | | 3/11/13 | MUNICIPAL BLDG-POLE LIGHT | 14.48 |
| | | | 3/11/13 | 2245 LACY-FIRESTATION#2 | 502.99 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 76.05 |
| | | | 3/08/13 | KP&F | 12,148.90 |
| | | SALINA SPRING & AXLE INC. | 3/08/13 | REAR SPRING BLOCKS/E20 | 218.98 |
| | | | 3/08/13 | REAR SPRING BLOCKS/E20 | 400.00_ |
| | | | | TOTAL: | 19,682.27 |
| STREET | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 1,216.17 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 284.42 |
| | | BLIXT CONSTRUCTION INC | 2/28/13 | STREET SWEEPINGS-#57868 | 43.00 |
| | | VERIZON WIRELESS | 2/22/13 | IBARRA-223-1232 | 52.95 |
| | | | 2/22/13 | HALL -223-1241 | 25.65 |
| | | | 2/22/13 | BIGGS-223-1338 | 25.65 |
| | | | 2/22/13 | ON CALL-223-1508 | 25.65 |
| | | | 2/22/13 | GOMEL-761-5218 | 28.68 |
| | | | 2/22/13 | HORN-761-5254 | 25.67 |
| | | | 2/22/13 | ARIAZ-761-5396 | 33.43 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------|------|----------------------------------|---------|----------------------------|----------|
| | | | 2/22/13 | LEWIS-761-5414 | 51.59 |
| | | | 2/22/13 | TENORIO-761-5450 | 25.67 |
| | | JIM CLARK AUTO CENTER | 3/05/13 | BATTERIES-ALL VEHICLES | 234.56 |
| | | MIDWEST CONCRETE MATERIALS | 2/12/13 | 9028087-515 W ELM | 569.25 |
| | | BARNES DISTRIBUTION | 2/19/13 | WIRE NUTS & CONNECTORS | 143.48 |
| | | | 2/22/13 | STOCK FOR ALL VEHICLES | 792.12 |
| | | | 2/22/13 | TO BAL INV | 2.55 |
| | | | 2/26/13 | STOCK PARTS; ALL DEPTS | 106.57 |
| | | CENTRAL POWER SYSTEMS & SERVICES | 2/25/13 | U JOINT KIT - #681 | 128.56 |
| | | | 2/25/13 | RELINED BRAKE AND CORE | 189.64 |
| | | | 2/28/13 | DASH CNTL VLV FOR #921 | 271.13 |
| | | | 2/28/13 | DASH CNTL VLV FOR #921 | 0.00 |
| | | | 2/28/13 | DASH CNTL VLV FOR #668 | 271.13 |
| | | | 3/04/13 | BRAKES-ALL VEHICLES | 452.84 |
| | | | 3/05/13 | #680 AIR DRYER | 319.00 |
| | | | 3/06/13 | CHARGER BATTERY FOR PWGEN | 338.01 |
| | | AMERICAN EQUIPMENT CO | 3/06/13 | #610S DISKS | 824.70 |
| | | CENTRAL SALT LLC | 2/26/13 | SALT | 2,380.00 |
| | | | 2/26/13 | SALT FEES | 5.60 |
| | | | 2/27/13 | SALT | 1,145.38 |
| | | | 2/27/13 | SALT FEE | 2.70 |
| | | | 2/28/13 | SALT | 2,302.65 |
| | | | 2/28/13 | SALT FEES | 5.42 |
| | | | 3/01/13 | SALT | 2,401.25 |
| | | | 3/01/13 | SALT FEES | 5.65 |
| | | OPPY'S OIL COMPANY, INC. | 2/28/13 | DIESEL FOR PW GENERATOR | 183.95 |
| | | CROSS-MIDWEST TIRE | 3/01/13 | STOCK TIRES | 3,429.28 |
| | | GEARY COMMUNITY HOSPITAL | 2/19/13 | PWMEDICAL_MAR13 | 82.00 |
| | | GEARY COUNTY PUBLIC WORKS | 3/04/13 | PW FEB13 TRANSFER TKT FEES | 37.83 |
| | | GINDER HYDRAULIC | 1/17/13 | CYLINDER LABOR | 156.00 |
| | | | 1/17/13 | CYLINDER PARTS | 77.52 |
| | | GROSS WRECKER SERVICE | 2/15/13 | #689 TOW | 400.00 |
| | | | 2/25/13 | #610 TOW | 200.00 |
| | | KEY OFFICE EQUIPMENT | 3/06/13 | OFFICE SUPPLIES; BNDR,PAPE | 48.80 |
| | | | 3/08/13 | INK CARTRIDGES FOR RAY/TAY | 128.30 |
| | | | 3/08/13 | LAMINATION FOR APWA POSTER | 11.34 |
| | | KANSAS GAS SERVICE | 3/11/13 | 2324 1/2 N JACKSON | 279.86 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 92.40 |
| | | WESTAR ENERGY | 3/11/13 | 2324 N JACKSON-PUBLIC WORK | 1,373.45 |
| | | | 3/11/13 | 2324 N JACKSON-BUILDING | 0.00 |
| | | | 3/11/13 | CRESTVIEW-ST LIGHTS | 19.95 |
| | | | 3/11/13 | 6&700 BLK WASH-SIGNAL | 153.89 |
| | | | 3/11/13 | JUNCTION CITY | 242.29 |
| | | | 3/11/13 | 107 S WASHINGTON-ST LIGHTS | 20.46 |
| | | | 3/11/13 | 915 W 4TH-ST LIGHTS | 15.15 |
| | | | 3/11/13 | 9TH&100 BLK W 9TH-ST LIGHT | 27.69 |
| | | | 3/11/13 | 9TH & FILLEY-ST LIGHTS | 53.84 |
| | | | 3/11/13 | SPRUCE ST-ST LIGHTS | 19.95 |
| | | | 3/11/13 | SPRUCE & BUNKERHILL-ST LIG | 23.77 |
| | | | 3/11/13 | UTILITY PARKING LOT-ST LIG | 61.68 |
| | | | 3/11/13 | UTILITY PARKING LOT-ST LIG | 61.68 |
| | | | 3/11/13 | JEFFERSON-BETWEEN 6TH-ST L | 122.18 |
| | | | 3/11/13 | MINNICK PARKING LOT-ST LIG | 122.18 |
| | | | 3/11/13 | PARKING LOT- | 96.98 |
| | | | 3/11/13 | WASHINGTON BRIDGE | 86.76 |
| | | | 3/11/13 | S BALLPARK 2 & 3-ST LIGHTS | 19.95 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------|------|-------------|---------|----------------------------|-----------|
| | | | 3/11/13 | 16TH & WASHINGTON-ST LIGHT | 20.56 |
| | | | 3/11/13 | 1935 NORTHWIND-ST LIGHTS | 22.08 |
| | | | 3/11/13 | 1935 NORTHWIND-ST LIGHTS | 22.39 |
| | | | 3/11/13 | 8TH & 9TH ST-ST LIGHTS | 10.50 |
| | | | 3/11/13 | 11TH ST & JACKSON SCHOOL X | 10.50 |
| | | | 3/11/13 | 807 N WASHINGTON-ST LIGHT | 262.70 |
| | | | 3/11/13 | 615 N WASHINGTON-ST LIGHTS | 168.17 |
| | | | 3/11/13 | 716 N WASHINGTON-ST LIGHTS | 344.52 |
| | | | 3/11/13 | 132 N EISENHOWER-ST LIGHT | 20.46 |
| | | | 3/11/13 | 105 W 7TH ST-ST LIGHTS | 0.00 |
| | | | 3/11/13 | 107 W 7TH ST-ST LIGHTS | 0.00 |
| | | | 3/11/13 | 109 W 7TH-ST LIGHTS | 0.00 |
| | | | 3/11/13 | 1419 N JEFFERSON-ST LIGHTS | 20.66 |
| | | | 3/11/13 | 1618 N JEFFERSON-ST LIGHTS | 20.46 |
| | | | 3/11/13 | 2800 GATEWAY-ST LIGHT | 108.86 |
| | | | 3/11/13 | 1200 S WASHINGTON-ST LIGHT | 283.41 |
| | | | 3/11/13 | 316 N US HWY 77-FLASHER | 19.95 |
| | | | 3/11/13 | 600 W 6TH-ST LIGHT | 38.80 |
| | | | 3/11/13 | 1121 S US HWY 77-FLASHER | 20.87 |
| | | | 3/11/13 | 401 CAROLINE CT-ST LIGHT | 127.51 |
| | | | 3/11/13 | 351 E CHESTNUT-ST LIGHT | 319.31 |
| | | | 3/11/13 | ST MARYS CEMETARY-SIREN | 31.17 |
| | | | 3/11/13 | INDUSTRIAL PARK-ST LIGHT | 80.77 |
| | | | 3/11/13 | 601 W CHESTNUT-FLAG | 19.95 |
| | | | 3/11/13 | 1222 W 8TH-SIREN | 19.95 |
| | | | 3/11/13 | CIVIL DEFENSE-SIREN | 33.87 |
| | | | 3/11/13 | CIVIL DEFENSE-SIREN | 33.87 |
| | | | 3/11/13 | 630 1/2 E TORNADO SIREN | 31.17 |
| | | | 3/11/13 | AIRPORT RD & JACKSON SIREN | 35.15 |
| | | | 3/11/13 | 403 GRANT AVE-SIREN | 22.39 |
| | | | 3/11/13 | 703 W ASH-SIREN | 19.95 |
| | | | 3/11/13 | 1102 ST MARYS RD-SIREN | 20.24 |
| | | | 3/11/13 | 2022 LACY DRIVE-SIREN | 19.95 |
| | | | 3/11/13 | 701 SOUTHWIND-SIREN | 22.39 |
| | | | 3/11/13 | CIVIL DEFENSE SIREN | 33.87 |
| | | | 3/11/13 | CHESTNUT & WASHINGTON | 93.64 |
| | | | 3/11/13 | HWY 77 & MCFARLAND | 60.70 |
| | | | 3/11/13 | 6TH & ADAMS | 117.46 |
| | | | 3/11/13 | 6TH & GARFIELD | 120.37 |
| | | | 3/11/13 | 6TH & EISENHOWER | 51.05 |
| | | | 3/11/13 | 6TH & WEBSTER | 137.08 |
| | | | 3/11/13 | 6TH & JACKSON | 23.34 |
| | | | 3/11/13 | 6TH & MADISON | 88.80 |
| | | | 3/11/13 | 6TH & FRANKLIN | 53.60 |
| | | | 3/11/13 | 8TH & JEFFERSON | 89.29 |
| | | | 3/11/13 | 8TH & JEFFERSON | 322.17 |
| | | | 3/11/13 | 8TH & JACKSON | 114.78 |
| | | | 3/11/13 | 8TH & WASHINGTON | 63.34 |
| | | | 3/11/13 | 9TH & WASHINGTON | 117.16 |
| | | | 3/11/13 | 14TH & JACKSON | 92.36 |
| | | | 3/11/13 | 1760 W ASH | 49.64 |
| | | | 3/11/13 | 4TH & WASHINGTON-BLINKER | 20.35 |
| | | | 3/11/13 | 601 E CHESTNUT-ST LIGHT | 0.00 |
| | | | 3/11/13 | 15TH & WASH-ST LIGHT | 0.00 |
| | | | 3/11/13 | 2631 OAKWOOD-SIREN | 0.00 |
| | | | 3/11/13 | ST LIGHTS-FEBRUARY 2013 | 24,534.78 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|----------------|--------------|--------------------------|---------|----------------------------|-----------|
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 68.07 |
| | | | 3/08/13 | KPERS #2 | 1,623.11 |
| | | KONZA CONST. CO. | 2/19/13 | 71907 71909 71910 71911 & | 658.56 |
| | | | 2/28/13 | ICE CONTROL-191.41 TONS | 1,546.31 |
| | | MATHESON TRI-GAS INC | 2/26/13 | WELDING SUPPLIES | 384.34 |
| | | NAPA AUTO PARTS OF J.C. | 3/05/13 | #683 RADIATOR CAPS | 6.29 |
| | | | 2/14/13 | DUCT TAPE | 19.98 |
| | | | 2/14/13 | CLAMPS FOR ALL VEHICLES | 43.59 |
| | | | 2/25/13 | #654 TANK HEATER | 64.99 |
| | | | 2/25/13 | #654 FITTINGS | 2.04 |
| | | | 2/28/13 | TANK HEATER-ALL VEHICLES | 97.49 |
| | | | 3/06/13 | SERVICE CHARGE_022813 | 1.63 |
| | | CINTAS #451 | 3/01/13 | WKLY TOWELS-SHOP | 19.80 |
| | | | 3/01/13 | WEEKLY MATS | 24.68 |
| | | | 3/08/13 | WEEKLY TOWELS | 19.80 |
| | | | 3/08/13 | WEEKLY MATS | 24.68 |
| | | VICTOR L PHILLIPS CO | 2/26/13 | BLADES FOR #621 | 649.56 |
| | | | 2/26/13 | BLADE FOR #621 | 128.26 |
| | | | 2/26/13 | SHIPPING | 60.83 |
| | | | 2/28/13 | #621 FRONT END PARTS | 1,751.10 |
| | | | 3/04/13 | #695 CAB PARTS | 269.93 |
| | | | 3/04/13 | MORE PARTS ON PO 13-579 | 522.29 |
| | | | 3/04/13 | MORE SERV/LABRO ON PO 13- | 1,004.93_ |
| | | | | TOTAL: | 59,788.42 |
| COURT | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 349.25 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 81.68 |
| | | JOSHUA DOUGLASS | 3/11/13 | PAYMENT EVERY TWO WEEKS | 2,500.00 |
| | | KEY OFFICE EQUIPMENT | 3/11/13 | PENS,MOISTENER,ENVELOPE | 125.10 |
| | | KANSAS GAS SERVICE | 3/11/13 | 225 W 7TH | 230.86 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 34.58 |
| | | WESTAR ENERGY | 3/11/13 | 221 W 7TH-COURT | 177.58 |
| | | | 3/11/13 | 225 W 7TH-COURT-PARKING LI | 12.00 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 439.56 |
| | | | 3/08/13 | KPERS #2 | 87.54 |
| | | INCODE | 3/01/13 | Web - Court Inquiry | 100.00 |
| | | CINTAS #451 | 3/05/13 | MATS @ MUNICIPAL COURT | 32.62- |
| | | | 3/11/13 | CINTAS #451 | 16.31 |
| | | | 3/05/13 | MATS @ MUNICIPAL COURT | 16.31 |
| | | | 3/05/13 | MATS @ MUNICIPAL COURT | 16.31 |
| | | | 3/11/13 | MATS @ MUNICIPAL COURT | 16.31 |
| | | | 3/11/13 | CINTAS #451 | 16.31 |
| | | MISC | 2/28/13 | Bond Refund:11-09328 -02 | 660.00 |
| | | | 3/06/13 | Bond Refund:13-01781 -01 | 200.00 |
| | | | 3/11/13 | Bond Refund:TT131247 -01 | 199.00_ |
| | | | | TOTAL: | 5,246.08 |
| JC OPERA HOUSE | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 113.83 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 26.62 |
| | | WESTAR ENERGY | 3/11/13 | 135 W 7TH ST-OPERA HOUSE | 3,617.95 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS RETIRED | 174.18_ |
| | | | | TOTAL: | 3,932.58 |
| RECREATION | GENERAL FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 145.53 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 34.05 |
| | | VERIZON WIRELESS | 3/05/13 | 210-6980=RECREATION DIRECT | 0.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|-----------------------|-----------|--|---------|----------------------------|-----------|
| | | | 3/05/13 | 307-3067-12TH ST MANAGER | 51.59 |
| | | CDW GOVERNMENT INC | 2/26/13 | Computer 12th St Man | 785.60 |
| | | EAGLE COMMUNICATIONS | 2/28/13 | FITNESS CENTER ADVERT | 98.00 |
| | | | 2/28/13 | FITNESS CENTER ADVERT | 84.00 |
| | | | 2/28/13 | FITNESS CENTER ADVERT | 140.00 |
| | | | 2/28/13 | FITNESS CENTER ADVERT | 144.00 |
| | | SHONTRELL NELSON | 3/11/13 | ROOM DEP REFUND-FEB 2013 | 25.00 |
| | | RODNEL GIBOSON | 3/11/13 | CLASS CANCELLATION-REFUND | 150.00 |
| | | ELLIE YOUNG | 3/11/13 | ROOM RNTL DEPOSIT-REFUND | 25.00 |
| | | KANSAS GAS SERVICE | 3/11/13 | 1002 W 12TH | 1,600.39 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 5.78 |
| | | WESTAR ENERGY | 3/11/13 | 1002 W 12TH-COMMUNITY/P LI | 1,282.11 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #2 | 81.70 |
| | | CINTAS #451 | 3/08/13 | GREY MATS 12TH ST CENTER | 31.98 |
| | | VANESSA WILLIAMS | 3/11/13 | CLASSES-JAN 21-MAR 11 2013 | 244.05 |
| | | REBECCA BROUGH | 3/11/13 | ROOM RNTL DEPOSIT REFUND-F | 25.00_ |
| | | | | TOTAL: | 4,953.78 |
| NON-DEPARTMENTAL | GRANTS | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 1,948.00 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 480.12 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 235.13 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 100.00 |
| | | JUNCTION CITY FIREFIGHTERS AID ASSOCIA | 3/08/13 | FIREFIGHTERS AID ASSOCIATI | 12.50 |
| | | FIREMEN'S RELIEF ASSOCIATION | 3/08/13 | FIREMANS RELIEF | 22.20 |
| | | JUNCTION CITY FIRE FIGHTERS ASSOCIATIO | 3/08/13 | I.A.F.F. LOCAL 3309 | 105.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 589.99 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 165.18 |
| | | | 3/08/13 | KP&F | 610.13 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 90.83 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 3/08/13 | UNITED WAY | 8.00_ |
| | | | | TOTAL: | 4,367.08 |
| SELF HELP HOUSING | GRANTS | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 480.12 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 112.29 |
| | | VERIZON WIRELESS | 2/28/13 | SHH COORDINATOR | 32.00 |
| | | | 2/28/13 | SHH DIRECTOR | 51.59 |
| | | EXPERIAN | 3/11/13 | FEB 2013-CREDIT CHECKS | 34.50 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 19.46 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 369.17_ |
| | | | | TOTAL: | 1,099.13 |
| SAFER GRANT-FIRE DEPT | GRANTS | INTERNAL REVENUE SERVICE | 3/08/13 | MEDICARE WITHHOLDING | 122.84 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 45.01 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KP&F | 1,504.41_ |
| | | | | TOTAL: | 1,672.26 |
| NON-DEPARTMENTAL | SPIN CITY | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 310.73 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 297.59 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 69.58 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 95.98 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 45.70 |
| | | | 3/08/13 | KPERS #2 | 61.03_ |
| | | | | TOTAL: | 880.61 |
| SPIN CITY | SPIN CITY | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 297.59 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 69.58 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|--------------------|--------------------|---|---------|----------------------------|-----------|
| | | CASH-WA DISTRIBUTING | 3/01/13 | HOT DOGS, BUNS, CHEESE | 99.92 |
| | | | 3/01/13 | TRASH LINERS, PAPER PRODUC | 260.55 |
| | | | 3/01/13 | CUPS, LIDS, NACHO TRAYS | 190.25 |
| | | | 3/01/13 | FUEL SURCHARGE | 7.00 |
| | | | 3/01/13 | HOT DOGS, PRETZELS, CHIPS | 269.95 |
| | | | 3/01/13 | SPOONS, FORKS, GLOVES | 62.80 |
| | | | 3/01/13 | CHEMICALS, PAPER PRODUCTS | 205.82 |
| | | | 3/01/13 | FUEL SURCHARGE | 7.00 |
| | | | 3/11/13 | HOT DOGS | 39.08 |
| | | VERIZON WIRELESS | 3/05/13 | SPIN CITY MANAGER | 51.59 |
| | | BLUE BELL CREAMERIES, L.P. | 2/26/13 | ICE CREAM | 299.28 |
| | | KANSAS GAS SERVICE | 3/11/13 | 915 S WASHINGTON | 1,177.99 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INSURANCE | 16.50 |
| | | WESTAR ENERGY | 3/11/13 | 915 S WASHINGTON-GOLF-SPIN | 69.83 |
| | | | 3/11/13 | 915 S WASHINGTON-SPIN CITY | 877.82 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 102.13 |
| | | | 3/08/13 | KPERS #2 | 90.94 |
| | | SNACK EXPRESS | 3/11/13 | CHIPS, BURGERS, SODA, CAND | 604.35 |
| | | | 2/26/13 | CM-ENTERED IN WRONG VENDOR | 299.28- |
| | | THE STUFF SHOP | 3/11/13 | REDEMPTION PRIZES | 728.86_ |
| | | | | TOTAL: | 5,229.55 |
| NON-DEPARTMENTAL | WATER & SEWER FUND | FAMILY SUPPORT PAYMENT CENTER (MISSOURI | 3/08/13 | MACSS #41061331/ CV103-753 | 154.85 |
| | | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 3,652.17 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 2,202.32 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 515.06 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 368.01 |
| | | KANSAS PAYMENT CENTER | 3/08/13 | GARNISHMENT | 120.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 1,264.19 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 473.27 |
| | | | 3/08/13 | KPERS #2 | 1,343.45 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 198.82 |
| | | PRE-PAID LEGAL SERVICES, | 3/08/13 | PREPAID LEGAL | 43.85 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 3/08/13 | UNITED WAY | 25.06_ |
| | | | | TOTAL: | 10,361.05 |
| WATER DISTRIBUTION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 495.74 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 115.94 |
| | | VERIZON WIRELESS | 2/22/13 | ROGERS-223-1337 | 25.65 |
| | | | 2/22/13 | PARKS-761-5237 | 25.67 |
| | | | 2/22/13 | HAYHURST-761-5293 | 25.67 |
| | | | 2/22/13 | GARTRELL-761-5283 | 25.73 |
| | | JIM CLARK AUTO CENTER | 3/05/13 | BATTERIES-ALL VEHICLES | 58.64 |
| | | KANSAS ONE CALL CONCEPTS | 3/01/13 | FEB13 LOCATES; 149 CALLS | 208.60 |
| | | BARNES DISTRIBUTION | 2/22/13 | STOCK FOR ALL VEHICLES | 198.03 |
| | | | 2/26/13 | STOCK PARTS; ALL DEPTS | 26.64 |
| | | CENTRAL POWER SYSTEMS & SERVICES | 3/04/13 | BRAKES-ALL VEHICLES | 113.21 |
| | | | 3/06/13 | CHARGER BATTERY FOR PWGEN | 84.50 |
| | | KEY EQUIPMENT | 3/05/13 | PUMP SHOW FOR C. HAYHURST | 800.00 |
| | | OPPY'S OIL COMPANY, INC. | 2/28/13 | DIESEL FOR PW GENERATOR | 45.99 |
| | | CROSS-MIDWEST TIRE | 3/01/13 | STOCK TIRES | 857.32 |
| | | HD SUPPLY WATERWORKS, LTD | 2/19/13 | 4' CHAMBER | 1,732.74 |
| | | | 3/11/13 | RETURN 3/4" WASHERS | 64.00- |
| | | | 3/01/13 | 3/4 METER | 156.53 |
| | | | 2/27/13 | 3/4 RUBBER MTR WASHERS | 64.00- |
| | | KEY OFFICE EQUIPMENT | 3/06/13 | OFFICE SUPPLIES; BNDR,PAPE | 12.20 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|----------------------|--------------------|----------------------------------|---------|----------------------------|----------|
| | | | 3/08/13 | LAMINATION FOR APWA POSTER | 2.84 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 32.84 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 62.26 |
| | | | 3/08/13 | KPERS #2 | 621.14 |
| | | NAPA AUTO PARTS OF J.C. | 2/14/13 | CLAMPS FOR ALL VEHICLES | 10.90 |
| | | | 2/28/13 | TANK HEATER-ALL VEHICLES | 24.37 |
| | | CINTAS #451 | 3/01/13 | WEEKLY MATS | 6.17 |
| | | | 3/08/13 | WEEKLY MATS | 6.17 |
| | | VICTOR L PHILLIPS CO | 2/26/13 | BLADES FOR #896 | 649.56 |
| | | | 2/26/13 | BLADE FOR #896 | 128.26 |
| | | | 2/26/13 | SHIPPING | 60.84_ |
| | | | | TOTAL: | 6,486.15 |
| WATER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 619.36 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 144.85 |
| | | VERIZON WIRELESS | 2/25/13 | 209-1393=METER READER | 32.00 |
| | | | 2/25/13 | 210-6618=METER READER | 32.00 |
| | | | 2/25/13 | 223-1358=CITY TREASURER | 51.84 |
| | | | 2/25/13 | 307-8209=IPAD, Meter Reade | 40.01 |
| | | | 2/25/13 | 307-8254=IPAD, Meter Reade | 40.01 |
| | | GCH RURAL HEALTH CLINIC | 3/11/13 | PREEM SCREEN SALEUTOGI | 45.00 |
| | | UNIQUE INK | 3/11/13 | DECALS NEW WATER TRUCKS | 60.00 |
| | | KANSAS GAS SERVICE | 3/11/13 | 900 W SPRUCE | 30.88 |
| | | | 3/11/13 | 2232 W ASH TOWER | 30.08 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 50.85 |
| | | WESTAR ENERGY | 3/11/13 | 2232 W ASH-WATER TOWER | 102.07 |
| | | | 3/11/13 | 2100 N JACKSON-WATER | 254.86 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 501.11 |
| | | | 3/08/13 | KPERS #2 | 416.72 |
| | | INCODE | 3/01/13 | Web - Utilities Inquiry - | 106.68 |
| | | CINTAS #451 | 3/11/13 | SCRAPER/BROWN MAT | 30.07 |
| | | | 3/11/13 | UNIFORMS-LANGDON, KENNY | 10.74 |
| | | | 3/11/13 | SCRAPER/BROWN MAT | 48.25 |
| | | | 3/11/13 | UNIFORMS-LANGDON, KENNY | 10.74_ |
| | | | | TOTAL: | 2,658.12 |
| SEWER DISTRIBUTION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 440.52 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 103.02 |
| | | VERIZON WIRELESS | 2/22/13 | MARSTON-761-5354 | 25.67 |
| | | JIM CLARK AUTO CENTER | 3/05/13 | BATTERIES-ALL VEHICLES | 58.64 |
| | | HFE PROCESS, INC. | 3/04/13 | VAC PUMP RELAYS | 100.31 |
| | | BARNES DISTRIBUTION | 2/22/13 | STOCK FOR ALL VEHICLES | 198.03 |
| | | | 2/26/13 | STOCK PARTS; ALL DEPTS | 26.64 |
| | | CENTRAL POWER SYSTEMS & SERVICES | 3/04/13 | BRAKES-ALL VEHICLES | 113.21 |
| | | | 3/06/13 | CHARGER BATTERY FOR PWGEN | 84.51 |
| | | OPPY'S OIL COMPANY, INC. | 2/28/13 | DIESEL FOR PW GENERATOR | 45.98 |
| | | CROSS-MIDWEST TIRE | 3/01/13 | STOCK TIRES | 857.32 |
| | | GROSS WRECKER SERVICE | 3/04/13 | #803 TOW | 200.00 |
| | | KEY OFFICE EQUIPMENT | 3/06/13 | OFFICE SUPPLIES; BNDR,PAPE | 12.19 |
| | | | 3/08/13 | LAMINATION FOR APWA POSTER | 2.83 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 29.35 |
| | | WESTAR ENERGY | 3/11/13 | CANDLELIGHT LIFT PUMP | 0.00 |
| | | | 3/11/13 | HIGHLAND LIFT PUMP | 137.64 |
| | | | 3/11/13 | 100 HOOVER LIFT PUMP | 260.41 |
| | | | 3/11/13 | ELMDALE LIFT PUMP | 0.00 |
| | | | 3/11/13 | 630 E ST LIFT PUMP | 0.00 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------------------|--------------------|--|---------|----------------------------|----------|
| | | | 3/11/13 | 400 E CHESTNUT LIFT PUMP | 0.00 |
| | | | 3/11/13 | MOBILE TRAVELER LIFT PUMP | 0.00 |
| | | | 3/11/13 | 948 GRANT AVE LIFT PUMP | 0.00 |
| | | | 3/11/13 | 1001 GOLDENBELT LIFT PUMP | 0.00 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 62.25 |
| | | | 3/08/13 | KPERS #2 | 541.76 |
| | | NAPA AUTO PARTS OF J.C. | 2/14/13 | CLAMPS FOR ALL VEHICLES | 10.89 |
| | | | 2/28/13 | TANK HEATER-ALL VEHICLES | 24.37 |
| | | CINTAS #451 | 3/01/13 | WEEKLY MATS | 6.16 |
| | | | 3/08/13 | WEEKLY MATS | 6.16_ |
| | | | | TOTAL: | 3,347.86 |
| SEWER ADMINISTRATION | WATER & SEWER FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 646.72 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 151.27 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 52.54 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 432.13 |
| | | | 3/08/13 | KPERS #2 | 511.03 |
| | | INCODE | 3/01/13 | Web - Utilities Inquiry - | 106.66_ |
| | | | | TOTAL: | 1,900.35 |
| GOLF COURSE | ROLLING MEADOWS GO | PEPSI | 5/11/11 | RETURN BIB | 324.38- |
| | | | | TOTAL: | 324.38- |
| NON-DEPARTMENTAL | STORM WATER | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 261.94 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 140.31 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 32.82 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 25.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 81.47 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 44.33 |
| | | | 3/08/13 | KPERS #2 | 73.42 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 5.21 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 3/08/13 | UNITED WAY | 2.25_ |
| | | | | TOTAL: | 666.75 |
| STORM WATER MANAGEMENT | STORM WATER | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 140.30 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 32.80 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 11.51 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 99.06 |
| | | | 3/08/13 | KPERS #2 | 109.39_ |
| | | | | TOTAL: | 393.06 |
| NON-DEPARTMENTAL | SANITATION FUND | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 1,105.03 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 623.85 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 145.90 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 105.09 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 384.80 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 29.07 |
| | | | 3/08/13 | KPERS #2 | 521.71 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 15.62 |
| | | PRE-PAID LEGAL SERVICES, | 3/08/13 | PREPAID LEGAL | 4.04 |
| | | UNITED WAY OF JUNCTION CITY-GEARY COUN | 3/08/13 | UNITED WAY | 3.55_ |
| | | | | TOTAL: | 2,938.66 |
| SANITATION PICKUP | SANITATION FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 552.88 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 129.31 |
| | | VERIZON WIRELESS | 2/22/13 | IMHAUSEN-223-1758 | 28.28 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------------------|--------------------|----------------------------------|---------|----------------------------|------------|
| | | | 2/22/13 | MANN-223-1759 | 25.65 |
| | | | 2/22/13 | WARD-223-2022 | 25.65 |
| | | | 2/22/13 | SPARE-761-5094 | 25.96 |
| | | | 2/22/13 | GRESTY-761-5310 | 26.19 |
| | | | 2/22/13 | WILLIAMS-761-5373 | 25.65 |
| | | JIM CLARK AUTO CENTER | 3/05/13 | BATTERIES-ALL VEHICLES | 117.28 |
| | | TRUCK COMPONENT SERVICES | 2/15/13 | ALL SANI TRUCK VALVES & ES | 1,660.40 |
| | | ROBERTS TRUCK CENTER | 2/26/13 | SANI TRK STEERING | 2,758.67 |
| | | | 3/04/13 | COMPRESS #583 | 716.42 |
| | | | 3/04/13 | COMPRESS #581 | 716.42 |
| | | | 3/07/13 | #583 GEAR | 77.33 |
| | | BARNES DISTRIBUTION | 2/22/13 | STOCK FOR ALL VEHICLES | 396.06 |
| | | | 2/26/13 | STOCK PARTS; ALL DEPTS | 53.28 |
| | | CENTRAL POWER SYSTEMS & SERVICES | 3/04/13 | #583 BRAKES | 452.84 |
| | | | 3/04/13 | BRAKES-ALL VEHICLES | 226.42 |
| | | | 3/06/13 | CHARGER BATTERY FOR PWGEN | 169.00 |
| | | | 3/06/13 | SANI STOCK | 145.15 |
| | | OPPY'S OIL COMPANY, INC. | 2/28/13 | DIESEL FOR PW GENERATOR | 91.98 |
| | | CROSS-MIDWEST TIRE | 3/01/13 | STOCK TIRES | 1,714.64 |
| | | GEARY COMMUNITY HOSPITAL | 2/19/13 | PWMEDICAL_MAR13 | 172.00 |
| | | GEARY COUNTY PUBLIC WORKS | 3/04/13 | PW FEB13 TRANSFER TKT FEES | 21,302.38 |
| | | GROSS WRECKER SERVICE | 2/24/13 | #581; PULL UP ICY HILL | 150.00 |
| | | KEY OFFICE EQUIPMENT | 3/06/13 | OFFICE SUPPLIES; BNDR,PAPE | 24.40 |
| | | | 3/08/13 | LAMINATION FOR APWA POSTER | 5.67 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 47.48 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #2 | 741.34 |
| | | NAPA AUTO PARTS OF J.C. | 2/14/13 | CLAMPS FOR ALL VEHICLES | 21.80 |
| | | | 2/28/13 | TANK HEATER-ALL VEHICLES | 48.74 |
| | | | 3/05/13 | #583 SCOTSEAL | 90.46 |
| | | | 3/06/13 | #583 CONE, BALL, CUP | 226.85 |
| | | CINTAS #451 | 3/01/13 | WEEKLY MATS | 12.34 |
| | | | 3/08/13 | WEEKLY MATS | 12.34_ |
| | | | | TOTAL: | 32,991.26 |
| SANITATION ADMINISTRAT | SANITATION FUND | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 70.96 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 16.60 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 7.50 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 64.96 |
| | | | 3/08/13 | KPERS #2 | 36.00 |
| | | INCODE | 3/01/13 | Web - Utilities Inquiry - | 106.66_ |
| | | | | TOTAL: | 302.68 |
| EMPLOYEE BENEFITS | EMPLOYEE BENEFITS | DELTA DENTAL (PREMIUMS) | 2/26/13 | PREMIUMS FEB 2013 | 1,276.36 |
| | | | 2/26/13 | PREMIUMS JAN 2013 | 1,898.78 |
| | | KERIT | 3/11/13 | KERIT ANNUAL AUDIT 2012 | 22,455.00_ |
| | | | | TOTAL: | 25,630.14 |
| SUNDOWN SALUTE | SUNDOWN SALUTE | SUNDOWN SALUTE INC | 3/11/13 | FEB 2013-WATER BILL DONATI | 457.00_ |
| | | | | TOTAL: | 457.00 |
| NON-DEPARTMENTAL | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 300.66 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 29.88 |
| | | JUNCTION CITY POLICE | 3/08/13 | JCPOA | 20.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 89.35 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KP&F | 146.94_ |
| | | | | TOTAL: | 586.83 |

| DEPARTMENT | FUND | VENDOR NAME | DATE | DESCRIPTION | AMOUNT_ |
|------------------------|--------------------|--------------------------------------|---------|----------------------------|----------|
| DRUG & ALCOHOL ABUSE | DRUG & ALCOHOL ABU | INTERNAL REVENUE SERVICE | 3/08/13 | MEDICARE WITHHOLDING | 29.88 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 10.20 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KP&F | 362.32_ |
| | | | | TOTAL: | 402.40 |
| NON-DEPARTMENTAL | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE | 3/08/13 | FEDERAL WITHHOLDING | 34.11 |
| | | | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 32.50 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 7.60 |
| | | ING LIFE INSURANCE & ANNUITY COMPANY | 3/08/13 | ING | 25.00 |
| | | KANSAS DEPT OF REVENUE | 3/08/13 | STATE WITHHOLDING | 11.92 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 22.29 |
| | | KANSAS STATE BANK | 3/08/13 | FLEX SPENDING-1074334 | 8.34_ |
| | | | | TOTAL: | 141.76 |
| SPECIAL LAW ENFORCEMEN | SPECIAL LE TRUST F | INTERNAL REVENUE SERVICE | 3/08/13 | SOCIAL SECURITY WITHHOLDIN | 32.50 |
| | | | 3/08/13 | MEDICARE WITHHOLDING | 7.60 |
| | | JENNIFER ARNESON, DVM | 3/04/13 | FIGO - SYNOVI SOFT CHEWS | 39.99 |
| | | ED ROEHR SAFETY PRODUCTS | 3/11/13 | 383405 TASER CARTRIDGES | 648.72 |
| | | VERIZON WIRELESS | 3/05/13 | 9700398979 DTF PHONE SERVI | 44.10 |
| | | | 2/25/13 | DTF CELL FEBRUARY 2013 | 185.50 |
| | | CATHEY FAHEY | 3/04/13 | FEBRUARY 2013 MILEAGE | 14.43 |
| | | INTOUCH | 2/26/13 | ASSET TRACKER GPS | 2,495.00 |
| | | ADVANCE LIFE INSURANCE | 3/08/13 | ADVANCE LIFE INUSRANCE | 3.85 |
| | | KANSAS PUBLIC EMPLOYEES | 3/08/13 | KPERS #1 | 49.81 |
| | | MONTGOMERY COMMUNICATIONS INC | 3/08/13 | 13CV52 AFFIDAVIT PUBLICATI | 73.23_ |
| | | | | TOTAL: | 3,594.73 |
| LAW ENFORCEMENT TRAIN | LAW ENFORCEMENT TR | UNIVERSITY OF KS | 3/05/13 | 30805 SWAT/SNIPER SPRVSR # | 190.00 |
| | | | 3/05/13 | 30806 SWAT/SNIPER SPRVSR # | 160.00 |
| | | KHP TRAINING ACADEMY | 3/04/13 | BEYOND OFF DUTY SURVIVAL T | 50.00_ |
| | | | | TOTAL: | 400.00 |

===== FUND TOTALS =====

| | | |
|----|---------------------------|------------|
| 01 | GENERAL FUND | 289,283.52 |
| 02 | GRANTS | 7,138.47 |
| 10 | SPIN CITY | 6,110.16 |
| 15 | WATER & SEWER FUND | 24,753.53 |
| 17 | ROLLING MEADOWS GOLF FUND | 324.38CR |
| 18 | STORM WATER | 1,059.81 |
| 23 | SANITATION FUND | 36,232.60 |
| 35 | EMPLOYEE BENEFITS FUND | 25,630.14 |
| 46 | SUNDOWN SALUTE | 457.00 |
| 47 | DRUG & ALCOHOL ABUSE FUND | 989.23 |
| 50 | SPECIAL LE TRUST FUND | 3,736.49 |
| 54 | LAW ENFORCEMENT TRAINING | 400.00 |

| | |
|--------------|------------|
| GRAND TOTAL: | 395,466.57 |
|--------------|------------|

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 2/26/2013 THRU 3/11/2013

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS--FEB 26-MAR 11 2013-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Backup material for agenda item:

- b. Consideration to approve the City Commission Minutes for March 5, 2013.

CITY COMMISSION MINUTES

March 5, 2013

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, March 5, 2013 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands and Jack Taylor. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Ficken.

PUBLIC COMMENT

Commissioner Johnson stated that the Olivia Farms property needs to be cleaned up; the property is behind on taxes and they receive special treatment. Commissioner Johnson asked what the advice of Lathrop and Gage was on the Olivia Farms ravine. Commissioner Johnson stated that he was told he was wasting time asking these questions. Police Chief Brown stated that letters have been sent to the owner informing them of the violation. City Attorney Logan stated that there was a team of counsel providing advice regarding the special assessments for the property. Commissioner Johnson stated that there is a conflict of interest because Lathrop & Gage provided legal service to the developers of Olivia Farms and the City. City Attorney Logan stated that there was not a conflict. Commissioner Taylor asked who was present when discussion of assessments occurred. City Attorney Logan stated that Rod Barnes, Christina Cook, and Mike Guinn were involved in discussions, and that the special assessments applied are appropriate. Commissioner Taylor stated that it is good to be skeptical of staff advice; in this instance, the information was not provided, and bad advice from staff was received. City Attorney Logan stated that her position is to provide legal advice and not business advice. Commissioner Taylor stated that the City is at a disadvantage due to a knowledge gap with developers. Commissioner Johnson stated that at some of the meeting it appeared that bond counsel worked for the developer. Deb Johnston of 1320 McFarland stated that she is willing to e-mail the BKD report to anyone who asks her for it.

CONSENT AGENDA

Consideration of appropriation ordinance A-5 dated February 12, 2013 to February 25, 2013 in the amount of \$1,513,937.35. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the February 19, 2013 City Commission Minutes. Commissioner Sands moved, seconded by Commissioner Johnson to approve the consent agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of payrolls 3 & 4 for 2013. Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of ambulance contractual obligation adjustments and bad debt adjustments (January 2013). Commissioner Sands moved, seconded by Commissioner Aska to approve the consent agenda. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

NEW BUSINESS

Consideration of the recommendation of the MPC of text amendments to the Junction City Zoning Regulations concerning the requirements for approval of the location of new churches and schools. Commissioner Aska asked if there were restrictions on these properties previously. Planning & Zoning Director Yearout stated that they were not permitted in industrial zones only. Commissioner Sands asked why 200 feet is a critical number. Planning & Zoning Administrator Yearout stated that it is a carryover from State statute. Commissioner Sands moved, seconded by Commissioner Aska to approve Ordinance G-1127. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the Final Plat approval of the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas, creating 4 lots along the east side of Spring Valley Road north of Ponca Drive. Commissioner Sands moved, seconded by Commissioner Aska to approve the final plat of the Quarry Oaks Addition Unit No. 1. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the Deannexation request of James Didas of his property at 2823 Rucker Rd. Commissioner Johnson stated that this property should not be in the City; an emergency vehicle couldn't even make it down the road. Mayor Landes asked how much the improvements on Rucker Rd. were. Planning & Zoning Administrator Yearout stated that the improvements were \$800,000. Mayor Landes also asked if animals are allowed on the property. Planning & Zoning Administrator Yearout stated that animals can be kept on the property. Commissioner Johnson stated that it doesn't make sense to keep the property in town. Mr. Didas stated that a lengthy discussion took place at the Planning & Zoning; the property was annexed for development, and there are no plans to develop the property now. Commissioner Aska stated that the Commission will consider cleaning up the City border in the future. Commissioner Johnson stated that he is pleased the Legislature has smartened up regarding annexation by

making it more difficult. Planning & Zoning Administrator Yearout stated that the City staff must provide projected costs to provide services according to State statute on annexation. Commissioner Aska stated that if the property is deannexed now, it may just be annexed again in the future. Planning & Zoning Administrator Yearout stated that it is important to have clear borders because emergency response can be impacted negatively, which results from border confusion. Commissioner Taylor stated that the property could be brought back in the future; \$2000 in property taxes will not break the City. Commissioner Aska stated that he is concerned that deannexation may open up the path for additional similar requests. Commissioner Taylor stated that the City has a responsibility to provide services to the property. Commissioner Taylor moved, seconded by Commission Johnson to approve the deannexation request for 2823 Rucker Rd. Ayes: Johnson, Taylor. Nays: Aska, Landes, Sands. Motion failed.

Presentation on the Department of Public Works Operations (Budget Status and Programs & Activities) first six months of operations (June to December, 2012) – update. Public Services Director McCaffery presented an account of the savings in the public works department totaling nearly half a million dollars. Mayor Landes stated that the community is pleased with the services that are being provided, and the job is getting done.

Discussion on the City general engineering services, request for qualifications (RFQ) process and contract. Commissioner Johnson stated that he supports the use of a local company. Public Services Director McCaffery stated that HDR Engineering would work on the water and wastewater projects while Kaw Valley would work on public projects within the City. Mayor Landes stated that the City should keep itself separated from private development projects. Public Services Director McCaffery stated that it is helpful to have a single point of contact for engineering services as managing multiple projects with multiple engineers is time consuming. Public Services Director McCaffery stated that the treatment facility portion is very important; \$10 million in improvements are scheduled for the water & sewer plants, energy and cleaning efficiency will be improved. Commissioner Johnson stated that it is important to keep that the \$10 million spent in town.

Consideration and award of bid (Partial) and rejection of bids for water meters. Public Services Director McCaffery requested to proceed with the purchase of commercial and not residential meters, and to move toward auto read meters on residential properties in the future. Public Services Director McCaffery stated that the meters currently installed are not accurate due to age, which is ten years and older. Commissioner Aska inquired regarding a motion on the auto read meters. Public Services Director McCaffery stated that City staff is interested in knowing if the Commission generally supports the idea of auto read meters, and no motion is necessary at this meeting. Mayor Landes asked if additional staff would be necessary for installation. Public Services Director McCaffery stated that most

would be done in house, but some of the large 4 and 5 inch meters would be hired done. Commissioner Sands asked if 2012 funds for meters were spent. Public Services Director McCaffery state that the 2012 budget is closed, and the water fund will purchase the large meters. City Manager Vernon stated that the 2012 funds started the discussion for a longer term solution to the meter issues including auto read. Commissioner Aska moved, seconded by Commissioner Sands to approve the bid for the large water meters to Salina Supply in an amount not to exceed \$105,389.76. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

The consideration and approval of two new street lights along the 1400 Block of Pearl Drive. Commissioner Johnson asked if there was a response to the letters that were sent to the property owners. Public Services Director McCaffery stated that there was not a response. Commissioner Johnson stated that there is private lighting is in the area, and is sufficient; other requested lights have been turned down. Commissioner Aska asked who the requestor was. Public Services Director McCaffery stated that one of the property owners made the request; staff is trying to be consistent yet fiscally responsible with light number and placement. Commissioner Sands stated that dark intersections and dead ends are not good, and they lead to crime. Mayor Landes stated that other properties have been denied lights. Commissioner Sands moved to approve installation of the lighting. The motion died to the lack of a second.

Consideration and approval of the permanent traffic control signage on Bradley, Patton, Pierce and Raber. Public Services Director McCaffery stated that the 90 day review has ended; one comment regarding the side of no parking has been received. Mayor Landes stated that the change is working. Commissioner Taylor moved, seconded by commissioner Aska to make the change permanent. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion Carried.

COMMISSIONER COMMENTS

Commissioner Taylor received an e-mail regarding a problem with the quality of service provided by the travel service Quicksilver; is there an obligation for this service to respond? Chief Brown stated that he has not familiar with the company Quicksilver, but the City does not have jurisdiction over this company. Commissioner Taylor asked for an address or telephone number so he may make a response. Commissioner Taylor will miss the next scheduled Commission Meeting.

Commissioner Aska stated that a Candidate forum will be held at the Opera House for Commission and School Board Candidates on March 6th.

Commissioner Johnson stated that the County transfer station provides a good service to reuse or destroy hazardous materials; keep it out of the ground water.

Commissioner Sands stated that there is a WWII group looking for assistance with travel to Washington D.C. Walk Kansas is quickly approaching. The Girl Scouts had a great flag ceremony which Commissioner Sands attended. Commissioner Sands attend a Black History fashion show at the Marriott which was great. There are many great events going on in town, and were listed by Commissioner Sands.

Mayor Landes stated that the film festival at the Opera house was great. The public works department did a great job on the streets, and also saved a lot of money.

STAFF COMMENTS

City Manager Vernon stated that a coffee conversation will be held at Stevie's Bar & Grill on April 4th.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Aska to adjourn at 9:02 p.m. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 19th DAY OF MARCH AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MARCH 5, 2013.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- c. Consideration and approval of voluntary refund to Medicare in the amount of \$6,156.62.

City of Junction City

City Commission

Agenda Memo

March 12, 2013

From: Richard P. Rook, Interim Fire Chief
To: City Commission and City Manager
Subject: **Voluntary Medicare Refund**

Objective: Approval of a voluntary refund to Medicare of overpayments from 2012.

Explanation of Issue: The Junction City Fire Department conducted an internal audit of 2012 ambulance payments from Medicare. Through the self audit we found some services that were billed incorrectly to Medicare by our billing company. These claims are being voluntarily refunded to Medicare as is required by law.

Budget Impact:

- \$6,156.62

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve voluntary refund to Medicare.
2. Disapprove voluntary refund to Medicare.
3. Modify the proposal...
4. Table the request.

Recommendation: Staff recommends approval of adjustments as listed

Enclosures:

Backup material for agenda item:

- d. Consideration to allow the Mayor to sign the Operations & Maintenance Assurance Statement for the Land Water Conservation Fund.

City of Junction City

City Commission

Agenda Memo

19 March, 2013

From: Edward Lazear, Parks and Recreations Director
To: Gerry Vernon, City Manager, and City Commission
Subject: **2013 ANNUAL O & M ASSURANCE STATEMENT**

Objective: Approval of this item will allow the Mayor to sign the Operations & Maintenance Assurance Statement for the Land Water Conservation Fund

Explanation of Issue: The City of Junction City received financial assistance for the construction and land acquisition from the LWCF for the following projects:

Rimrock Park

Homers Pond

North Park and South Park

Rolling Meadows Golf Club

The O & M Assurance Statement simply states that the City will continue to maintain and operate these facilities in compliance with the agreement and are aware that any new improvements to these sites must be approved by the LWCF.

Budget Impact: No immediate impact. Non-compliance with LWCF could affect our ability to obtain future funding through the Land & Water Conservation Fund.

Special Considerations: None

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve
2. Disapprove
3. Table the request.

Recommendation: City Staff recommends the approval of this item authorizing the Mayor sign the 2013 Annual Operation and Maintenance Assurance Statement

Enclosures: 2013 Annual Operation and Maintenance Assurance Statement.

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: 620-672-5911
Fax: 620-672-6020
www.kdwpt.state.ks.us

Robin Jennison, Secretary

Sam Brownback, Governor

February 08, 2013

Dear Land & Water Conservation Fund (LWCF) Recipient:

Enclosed is the annual operation and maintenance assurance statement (AOMAS) with a list of LWCF projects for which you have previously received awards. Also enclosed is information outlining your LWCF sites and the LWCF program in general. This information is provided as a tool to help you understand the LWCF program and your responsibilities as a subgrantee. Please keep this information for your records.

Please read the responsibilities listed on the blue AOMAS form and sign and return it to my attention by **March 30, 2013**. Also, please return the enclosed Contact Information Update slip to be sure our office has your most current contact information.

Keep in mind that any new improvements to the LWCF site must be approved by our office prior to development and must meet ADA requirements. Also remember that overhead lines are a direct violation of LWCF requirements and are never permitted within a project's boundaries. Any future utility development at these facilities must be buried underground or relocated outside of the 6(f) boundaries.

It is very important that LWCF guidelines are followed and that you return the blue AOMAS form. Your cooperation in maintaining your LWCF project is very important if you are interested in receiving future outdoor recreation funding.

Feel free to call our office if you have any questions. Thank you for your dedication to providing outdoor recreation opportunities to your community.

Sincerely,

Linda Lanterman
Kansas Department of Wildlife, Parks and Tourism
Acting Director, State Parks Division

KANSAS DEPARTMENT OF WILDLIFE, PARKS & TOURISM
512 SE 25th AVENUE
PRATT, KS 67124

2013 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT
Land & Water Conservation Fund (LWCF)

Whereas, **City of Junction City** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

| <u>NPS Project No.</u> | <u>Project Title</u> |
|------------------------|---------------------------|
| 20-00136 | Westside Park |
| 20-00202 | Rimrock Lake Development |
| 20-00296 | Junction City Park Acq. |
| 20-00397 | Junction City Golf Course |

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife, Parks & Tourism and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife, Parks & Tourism prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife, Parks & Tourism for their files.

City of Junction City
Project Sponsor

*** I certify that I have the authority to sign for this project sponsor ***

Date: _____

Signature: _____

Printed Name: _____

34

Title: _____



Protecting Places that Matter



LWCF History

Since 1965, the Land and Water Conservation Fund has been an active partner with states and communities in creating places that really matter: playgrounds alive with kids, well-used baseball diamonds and soccer fields, peaceful picnic areas, safe paths for walking and cycling, fast-paced basketball courts, popular beaches and pools, and scenic state parks.

But America's most productive conservation partnership does even more. The benefits of the Land and Water Conservation Fund extend beyond park and recreation facility construction and open space acquisition. The Fund also plays a major stewardship role, ensuring the integrity and recreational quality of Fund-assisted parks and conservation lands, now and for future generations.

Protecting our Parklands Forever

One of the most important aspects to understand about LWCF assisted sites is that the sites are protected under LWCF stewardship forever.

The Fund's most important tool for ensuring long-term stewardship is its "conversion protection" requirement. Administered by the National Park Service in cooperation with states, this requirement, Section 6(f)(3) of the Land and Water Conservation Fund Act, strongly discourages casual discards and conversions of state and local park and recreation facilities to other uses.

SEC. 6(f)(3) No property acquired or developed with the assistance under this section shall, without the approval of the Secretary be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

Clearly, change is inevitable and sometimes – when all other alternatives have been carefully reviewed – conversions are deemed both necessary and desirable. When conversions are approved, the goal is always a “win-win” solution, balancing the needs of recreation and open space with other community needs. At the same time, the Fund's conversion protection language ensures that any changes or conversions from recreation use will bear an equivalent cost – a cost that guarantees that our nation's past investments in its treasured recreation and open space resources will be honored.

The conversion process (which is set forth in Title 36, Part 59.3 of the Code of Federal Regulations) includes a comprehensive review of key issues relating to recreation access and use, land valuation, and an assessment of its impact on the environment. The process takes time – from six months to more than a year depending on the complexity of the conversion and the replacement site – and is subject to concurrence by the State and the National Park Service.

Understanding Stewardship Responsibilities

Stewardship responsibility for Fund-assisted state and local parks and recreation facilities is shared by the Land and Water Conservation Fund's three partners: the National Park Service, the State Sponsor (KDWPT), and the local project sponsor (you). Stewardship duties are as follows:

Local sponsor (YOU): are responsible for local site stewardship, including:

- Public access and safety
- Basic maintenance
- All responsibilities outlined on the AOMAS statement

State Sponsor (KDWPT): responsible for site stewardship at state parks and coordination with local sponsors, including:

- Periodic site visits – KDWPT conducts site visits every 5 years
- Working with local sponsors to ensure that LWCF stewardship goals are met

National Park Service: charged with the overall responsibility for protecting the integrity and recreational value of all state and local sites assisted by the Fund.

State Sponsor Contact Information

Kansas Department of Wildlife, Parks and Tourism administers the Land and Water Conservation Fund as the state sponsor. Our goal is to support and maintain the spirit of the Fund as we work to preserve outdoor recreation opportunities statewide through the state park system and local LWCF projects.

As the State sponsor, our office works directly with the local sponsors to ensure that LWCF goals are met statewide. We do this primarily through the Annual Operations and Maintenance Assurance Statement (AOMAS) and local site visits. AOMAS statements are sent yearly as a reminder of the stewardship responsibilities for the local sponsor; we ask that you sign this statement and return it to us as an acknowledgement of understanding. In addition to the AOMAS, KDWPT conducts site visits every 5 years to ensure that Fund-assisted sites are still open and in compliance with LWCF goals.

Any questions or concerns you have regarding your LWCF assisted sites may be directed to:

LWCF Coordinator
512 SE 25th Avenue
Pratt, KS 67124

Phone: 620-672-5911
Fax: 620-672-2972

Backup material for agenda item:

- e. Consideration of Award of Bid Fertilizer and Herbicide Application Junction City Parks. (Bid NO - PR 13-002) for a total amount of \$17,124.54.

City of Junction City

City Commission

Agenda Memo

19 March, 2013

From: Edward Lazear, Parks and Recreation Director
To: Gerry Vernon, City Manager, and City Commission
Subject: **AWARD OF BID Fertilizer and Herbicide Application Junction City Parks.**

Objective: Consideration of Award of Bid Fertilizer and Herbicide Application Junction City Parks. (Bid NO - PR 13-002) for a total amount of \$17,124.54

Explanation of Issue: The Parks and Recreation Department advertised requests for bids to provide fertilizer and herbicide applications at 22 City owned parks and facilities with qualified vendors for the period of one year. The bids were released on February 19, 2013 and closed on March 6, 2013. The request for bid was published in the Daily Union, posted on the City's web site and direct solicited to six area vendors. Three bids were received: proposals were reviewed and met all requirements of the RFB.

Trugreen Inc. from Shawnee, KS was the lowest bidder in the amount of \$17,124.54. Three governmental references for this company were provided in the bid. Trugreen Inc provided Fertilizer and Herbicide Applications for the Parks Department in year 2012. Staff was satisfied with the services provided for the year.

Budget Impact: Award of bid will set the annual fertilizer and herbicide application costs for the 2013 budget year. The annual fertilizer and herbicide application is budgeted for in the 2013 Parks Maintenance Budget.

Alternatives:

1. Approve, Disapprove, Modify, or Postpone.

Recommendation: Staff recommends the Award of Bid to Trugreen Inc. in the amount \$17,124.54

Special Considerations: Parks staff has received no comments from the public on this item.

Enclosures: Bid Tabulation

Bid: FERTILIZER AND HERBICIDE APPLICATION - PARKS

Date: 3/6/2013

Time: 3:15 P.M.

Department: PARKS & RECREATION

| No. | Direct Solicited | Bidder | Local Vendor Preference | Bid Bond | Performance and Material Bond | Addendum | Signed Bid | Bid Amount | *Bid Rank |
|-----|------------------|------------------|-------------------------|----------|-------------------------------|----------|------------|------------|-----------|
| 1 | X | TruGreen | | | | | | 17124.54 | 1 |
| 2 | X | Rothwell | | | | | | 25,013.00 | 3 |
| 3 | X | Master Landscape | | | | | | | |
| 4 | X | Nature Green | | | | | | | |
| 5 | X | Turf Design | | | | | | 18,154.79 | 2 |
| 6 | X | Arbor Masters | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |

*As Read Only

Bid Sheet 1

The following are the required applications for the 10 properties listed below:
ALL BROADLEAF WEED CONTROL TO BE LIQUID APPLICATION

1. Early Spring – Application of slow release fertilizer and pre-emergent / crabgrass control
3/4 1lb Nitrogen per 1000 25-00-05 3lb/1000, Bamcode, Escalade
2. Spring – Application of fertilizer with iron and broadleaf weed control
17-02-03 w/ 12-0-0 Iron - Tripower - 2 gal/1000, Dimension
3. Summer – Application of late season pre-emergent / crabgrass control
Dimension 2 gal/1000
4. Early Fall – Application of fertilizer and broadleaf weed control
17-02-03 SCU 50% - Tripower 2 gal.
5. Late Fall – Application of quick release fertilizer
25-00-05 3lb/1000 Tripower

| Property Location | Estimated Square Footage | Total Annual Cost |
|--|--------------------------|------------------------------|
| Heritage Park | 112,500 | 1389. ⁰⁰ |
| Police Station | 27,000 | 336. ⁴⁰ |
| Municipal Building | 19,000 | 242. ⁰⁰ |
| Chamber/EDC Building | 2,500 | 180. ⁰⁰ |
| Coronado Park (irrigated section) | 75,000 | 927. ⁸⁰ |
| Buffalo Soldier Park | 54,000 | 667. ⁴⁰ |
| Cleary Park | 250,000 | 3087. ²⁰ |
| Rathert Stadium (irrigate section excluding the ball field) | 40,000 | 493. ⁷⁵ |
| Montgomery Plaza | 50,000 | 618. ⁵⁵ |
| North Park Field #4 (infield and outfield) | 75,000 | 927. ⁸⁰ |
| | | \$ 8920.⁰⁰ |

5 applications @ \$1784.⁰⁰ each = \$8920.⁰⁰
correct

The following are the required applications are for the 10 properties listed below.
ALL BROADLEAF WEED CONTROL TO BE LIQUID APPLICATION

1. Spring - Application of fertilizer with iron and broadleaf weed control
3/4 lb Nitrogen per 1000 25-00-05 31b11500, Bamaude, Escalade
2. Early Fall - Application of fertilizer with iron and broadleaf weed control
17-02-03 SCU 50% Tripower 2-gal

| Property Location | Estimated Square Footage | Total Annual Cost |
|---|-----------------------------------|--------------------|
| Playground Park | 416,000 | 2052.94 |
| Coronado Park (non-irrigated section) | 75,000 | 371.12 |
| Bramlage park | 250,000 | 1234.92 |
| 12 th street community center | 90,000 | 444.92 |
| Skating Rink | 50,000 | 247.42 |
| East Chestnut Right of way | Unknown <i>13700</i> | 1560.00 |
| Bluffs park (around 2 parking lots & 50' from curb along street between 2 parking lots) | <i>(railroad to round a-bout)</i> | 410.42 |
| North Park Field #1 Field #2 Field #3 (outfield only) | 55,000 each | 786.88 |
| Grant Ave. Center Turf Islands | 80,000 | 408.50 |
| Round-a-bout East Chestnut Turf area only | unknown <i>8000</i> | 290.00 |
| Round-a-bout South Washington Turf area only | unknown <i>5000</i> | 150.00 |
| Westwood Blvd Center Turf Islands | 50,000 | 247.42 |

Total Annual Cost For All Properties listed above *8,104.34*
8,920.00
\$ 17124.54
correct

The bidder must also include for each of the above - application rate and product used, and all charges that will apply, even if those charges are not explicitly mentioned in the RFP.

CUT ALONG THE **HEAVY** LINES

Kansas Department of Agriculture, Topeka, Kansas
certifies

TRUGREEN LAWN CARE

has met the requirements for

Pesticide Business License under the Kansas Pesticide Law

and is hereby granted

Pesticide Business License Number: **3292**

constituting authorization to apply and supervise the Commercial application of pesticides in categories indicated hereon.

Issue and Expiration Dates:

01/15/2013 - 12/31/2013

Effective: 01-15-2013

Dale A. Rodman
Dale A. Rodman
Secretary of Agriculture

Kansas Department of Agriculture, Records Center, 109 SW 9th Street, Topeka, KS 66612 (785) 296-2263

CUT ALONG THE **HEAVY** LINES

Revised 02/16/2011

License PBL

<http://www.ksda.gov/>

TruGreen RFP Objectives

References:

Hans Rudolph, Inc
Kevin Rudolph/CEO
8525 Cole Parkway, Shawnee KS 66227
(913) 422-7788

Freedom Lawn and Landscape LLC
Stephen Bayer/Owner
P.O. Box 278, Spring Hill KS 66083

Oots Lawn and Snow
Brandon Oots/ Owner
P.O. Box 9069, Kansas City, KS 66112

Warranty Coverage:

At any time if there is a weed control issue, report the issue by phone or email to TruGreen and we will provide service calls at no additional charge.

Billing:

TruGreen will invoice City of Junction after each application is completed. Payments may be made by check or credit card by phone or mail.

Priority Service:

TruGreen provides priority service to all Commercial accounts and any issues reported to the Commercial Department will be resolved within 48 hours.

Equipment used for Applications:

Turfco T3000i Spreader and Sprayer
TruGreen Liquid Turf Applicator

Other Services TruGreen provides:

Lawn Care: Grub Control, Core Aeration, Vegetation Control, Seeding, Revive
Tree & Shrub Care: Tree/Shrub fertilization, Insect & Disease Control, Tree Injections
Additional Services: Flea/Tick Spray, Ice Melt, Goose repellent

Employee/Company Certifications attached



8420 Cole Parkway » Shawnee, Kansas 66227
(913)441-5122 » TruGreen.com

Backup material for agenda item:

- a. Consideration of a Memorandum of Understanding between the City of Junction City and the Junction City Community Baseball Club for use of Rathert Stadium.

City of Junction City

City Commission

Agenda Memo

19 March, 2013

From: Ed Lazar, Parks & Recreation Director
To: Gerry Vernon, City Manager, and City Commission
Subject: **Memorandum of Understanding between the City of Junction City and the Junction City Community Baseball Club for use of Rathert Stadium.**

Objective: Consideration of a Memorandum of Understanding between the City of Junction City and the Junction City Community Baseball Club for use of Rathert Stadium.

Explanation of Issue: The Junction City Community Baseball Club, a not for profit organization, desires to utilize Rathert Stadium to provide a Collegiate Baseball program very similar to what the Junction City Generals provided in the past. This Memorandum of Understanding outlines the City services provided to the Junction City Community Baseball Club and the associated fees. The outlined fees are based on the actual costs to the Parks Department that are above and beyond normal maintenance and operating expenses.

Budget Impact: Approval of this agreement will provide an estimated \$3,000.00 in revenue for the Parks Department. This amount is based upon the number of scheduled games at the facility in year 2013.

Special Considerations: Parks and Recreation staff has received several positive comments from the public about the return of baseball at Rathert Stadium. The majority of the comments referenced how much they enjoyed taking their families to the ballpark for some fun collegiate level baseball.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: City Staff recommends approval of this memorandum of understanding with JCCBC for the 2013 - 2014 seasons.

Enclosures: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING 2013-2014

This agreement executed by and between the City of Junction City, Kansas, hereinafter referred to as the City and the Junction City Community Baseball Club, a Kansas Non-profit organization, hereinafter referred to as JCCBC shall be renegotiated biannually.

The City shall provide Rathert Stadium for annual use by JCCBC for Collegiate aged Competitive Baseball from May 15th through August 15th, with all practice, game and tournament schedules approved through the Parks and Recreation Department.

The City will provide the following, subject to City budget limits:

1. Entire stadium, Baseball field and all out buildings in clean working order for participants, spectators, coaches and officials.
2. Playing field meeting generally agreed upon standards for safety and playability. Fields will be mowed, trimmed, reseeded, fertilized and watered as determined by the City.
3. Maintenance of the electrical system for lights and scoreboards at the Rathert Complex.
4. City agrees to provide diamond time to the JCCBC for the scheduled Brigade games. JCCBC diamond time will consist of Mondays through Sunday between the hours of 12:00 noon to 12:00 midnight for practices and games. Scheduling of any/all tournaments is to be approved by the Parks and Recreation Department.
5. Reasonable parking will be provided at the Rathert complex.
6. Will provide janitorial services for restrooms, bleachers and public areas of the stadium. Trash receptacles and removal of trash from all receptacles at the Stadium.
7. Will grant JCCBC permission to sell and erect up to twenty (24) 8' x 8' advertising signs on the outfield fence, up to (10) 2x4 advertising signs on the interior of the west perimeter fence and rights to sell advertising on the outfield scoreboard for the duration of this agreement at the Rathert Park Complex. Sign design and contents to be approved by Parks and Recreation Director prior to installation.
8. Will provide access to the above-mentioned areas by key access only. JCCBC will be provided four (4) sets of keys to be checked at the beginning of season and returned to the City Parks Department at the end of season.
9. Determination of field conditions and playability. Determine use of field drying methods to be used, quantity of product to be applied and type of product to be used. Will alert a JCCBC member of field conditions in question no later than two (2) hours prior to scheduled field use times when possible.
10. Rainout games the City will provide field preparation.

11. Will provide two (2) emergency contact numbers for maintenance issues for after working hours.
12. Will provide the necessary updates and maintenance on all fields needed.
13. Will provide ball field preparation services for games and tournaments only.

The JCCBC, Inc. will provide the following:

1. Administration of JCCBC collegiate baseball program
2. Coordinate all practice and game scheduling for the Junction City Brigade in cooperation with the American Legion Post 45 baseball program.
3. Will provide the City with a least 2 points of contact that are authorized to make decisions on behalf of the team.
4. Copies of schedules for games and tournaments will be submitted to the Parks and Recreation Department as soon as schedules are available. The City understands that this schedule can and will be subject to change and it is the responsibility of the JCCBC to get any changes to the Parks and Recreation Department.
5. Should the complex be damaged during JCCBC scheduled use it is the responsibility of JCCBC to repair the damaged property. For example locker rooms and concessions will be maintained in the original condition as presented at the start of the season.
6. Will reasonably oversee all aspects on every JCCBC game night. All damages or malfunctions must be reported to the City within the next business day.
7. Will maintain locker rooms, stadium concession rooms, outdoor concession serving area, concession storage shed and press box. Will fill in holes, repair pitching mound, batter's box, and tarp infield (when necessary) after each practice and game.
8. Agrees to pay the city a fee of **\$150.00** for the use of field for Brigade game days. This includes dragging, chalking, painting, installing bases on ball field and trash removal & cleaning of the public areas at the stadium.

Certification

I, the undersigned hereby certify that I am representing the majority of my organization and that I/my organization will abide by all aforementioned clauses in this document.

Approved this ____ day of March, 2013.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

Cecil Aska President
Junction City Community Baseball Club

Backup material for agenda item:

- b. Consideration of a Memorandum of Understanding between the City of Junction City and the American Legion Post 45 Baseball Program for use of Rathert Stadium.

City of Junction City

City Commission

Agenda Memo

19 March, 2013

From: Ed Lazar, Parks & Recreation Director
To: Gerry Vernon, City Manager, and City Commission
Subject: **Memorandum of Understanding between the City of Junction City and the American Legion Post 45 Baseball Program for use of Rathert Stadium.**

Objective: Consideration of a Memorandum of Understanding between the City of Junction City and the American Legion Post 45 Baseball Program for use of Rathert Stadium.

Explanation of Issue: The Junction City American Legion Post 45 Baseball Program has used Rathert Stadium as their home field since the inception of the program. They are requesting to continue to provide a high school aged competitive baseball program at Rathert Stadium in year 2013. The attached Memorandum of Understanding outlines the city services provided to the American Legion Baseball Program and the associated fees. The outlined fees are based on the actual costs to the Parks Department that are above and beyond normal maintenance and operating expenses.

Budget Impact: Approval of this agreement will provide an estimated \$500.00 in revenue for the Parks Department. This amount is based upon the number of scheduled games at the facility in year 2013.

Special Considerations: Parks and Recreation staff has received no comments from the public on this item.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: City Staff recommends approval of this memorandum of understanding with the American Legion Baseball Program for the 2013 - 2014 seasons.

Enclosures: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING 2013-2014

This agreement executed by and between the City of Junction City, Kansas, hereinafter referred to as the City and the American Legion Post 45 Baseball Program, hereinafter referred to as Legion shall be renegotiated biannually.

The City shall provide Rathert Stadium for annual use by the Legion for High School aged Competitive Baseball from May 15th through August 15th, with all practice, game and tournament schedules approved through the Parks and Recreation Department.

The City will provide the following, subject to City budget limits:

1. Entire stadium Baseball field and all out buildings, with the exclusion of the concession areas, in clean working order for participants, spectators, coaches and officials.
2. Playing field meeting generally agreed upon standards for safety and playability. Fields will be mowed, trimmed, reseeded, fertilized and watered as determined by the City.
3. Maintenance of the electrical system for lights and scoreboards at the Rathert Complex.
4. City agrees to provide diamond time to the Legion for the scheduled games. Legion diamond time will consist of Mondays through Sunday between the hours of 12:00 noon to 12:00 midnight for practices and games. Scheduling of any/all tournaments is to be approved by the Parks and Recreation Department.
5. Reasonable parking will be provided at the Rathert complex.
6. Will provide janitorial services for restrooms, bleachers and public areas of the stadium. Trash receptacles and removal of trash from all receptacles at the Stadium.
7. Will provide access to the above-mentioned areas by key access only. The Legion will be provided four (4) sets of keys to be checked out at the beginning of season and return to the City Parks Department at the end of season.
8. Determination of field conditions and playability. Determine use of field drying methods to be used, quantity of product to be applied and type of product to be used. Will alert a Legion member of field conditions in question no later than two (2) hours prior to scheduled field use times when possible.
9. Rainout games the City will provide field preparation.
10. Will provide two (2) emergency contact numbers for maintenance issues for after working hours.
11. Will provide the necessary updates and maintenance on all fields needed.

12. Will provide ball field preparation services for games and tournaments only.

The Legion will provide the following:

1. Administration of a High School aged competitive baseball program.
2. Coordinate all practice and game scheduling for the American Legion Post 45 baseball program in cooperation with the Junction City Community Baseball Club.
3. Will provide the City with a least 2 points of contact for each team that are authorized to make decisions on behalf of the team.
4. Copies of schedules for games and tournaments will be submitted to the Parks and Recreation Department as soon as schedules are available. The City understands that this schedule can and will be subject to change and it is the responsibility of the Legion to get any changes to the Parks and Recreation Department.
5. Should the complex be damaged during Legion scheduled use it is the responsibility of Legion to repair the damaged property. For example locker rooms will be maintained in the original condition as presented at the start of the season.
6. Will reasonably oversee all aspects on every game night. All damages or malfunctions must be reported to the City within the next business day.
7. Will maintain locker rooms, storage areas and press box. Will fill in holes, repair pitching mound, batters box, and tarp infield (when necessary) after each practice and game.
8. Agrees to pay the city a fee of **\$25.00** for the use of field on Legion game days. This fee includes dragging, chalking, painting, installing bases on ball fields and trash removal & cleaning of the public areas at the stadium.

Certification

I, the undersigned hereby certify that I am representing the majority of my organization and that I/my organization will abide by all aforementioned clauses in this document.

Approved this ____ day of March, 2013.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

C. H. Sonny Ehm, Chairman
American Legion Post 45 Baseball

DRAFT

Backup material for agenda item:

- c. Consideration of approval to seek bids for installing permanent electrical power in Heritage Park for the Sundown Salute Event.

City of Junction City

City Commission

Agenda Memo

March 12, 2013

From: Ray Ibarra, Public Works Director
To: Gerry Vernon, City Manager and City Commission
Subject: **Installing Permanent Electrical Power to Heritage Park**

Objective: Discussion on this item will provide staff with direction concerning capital improvements (electrical) to the parking lot behind Kites Bar and Grill and to Heritage Park.

Explanation of Issue: For many years, the Sundown Salute Celebration has utilized temporary electric power to the main stage for bands and in Heritage Park for the various vendors. For the past two years, this area has also been utilized for the Jammin' in JC BBQ and Blues Festival. The temporary power by large generators and short-term electric connection boxes is expensive, often temperamental, and not as safe as permanent underground wiring. To assure of consistent electricity, an electrician has to be retained during each event to solve brown-outs and electrical outages by blown fuses and unplugged boxes.

Budget Impact: The estimated cost to install the permanent electrical power would be \$35,000 in Heritage Park and \$15,000 for the stage area for a total cost of \$50,000. Electrical power in the park will be provided by permanent pedestals and underground wiring that can be activated individually or wholly as needed. Please see attached pictures. Stage power improvements will include a new larger transformer, control panels, etc. to provide for larger capacity. With these improvements, a fee schedule would be established to recover the costs of these improvements in approximately five years and then would be a revenue generator for the city for the remaining life of the facilities. The Sundown Salute Committee has considered expending up to \$5,000 to \$9,000 annually and the Jammin' in JC charge would be somewhat less due to it being a two-day event.

The project would be funded with Capital Improvement Funds. The revenues from rentals would also be put back into the fund to replenish from the expenditure.

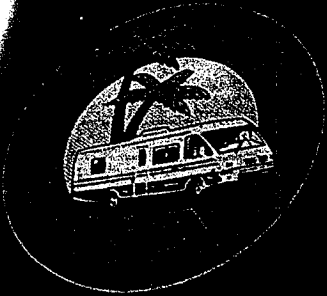
Other Issues: These improvements would solidify Heritage Park as the place to hold large festivals/events for a very long time. There are advantages and disadvantages of doing this. Secondly, city staff has been discussing the upgrade of the city owned street lights around the park to LED lights. It is expected that this upgrade will pay for itself through energy savings. This project could be designed

and constructed with the other electrical upgrades to truly have Heritage Park in optimal condition for all facets of public use.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Authorize Staff to proceed with the project this year and to seek formal bids for the improvements
2. Authorize Staff to include this project for possible funding in the 2014 budget.
3. Direct staff to hold off on the project and to continue with facilities as currently provided.

Enclosures:



POWERHOUSE

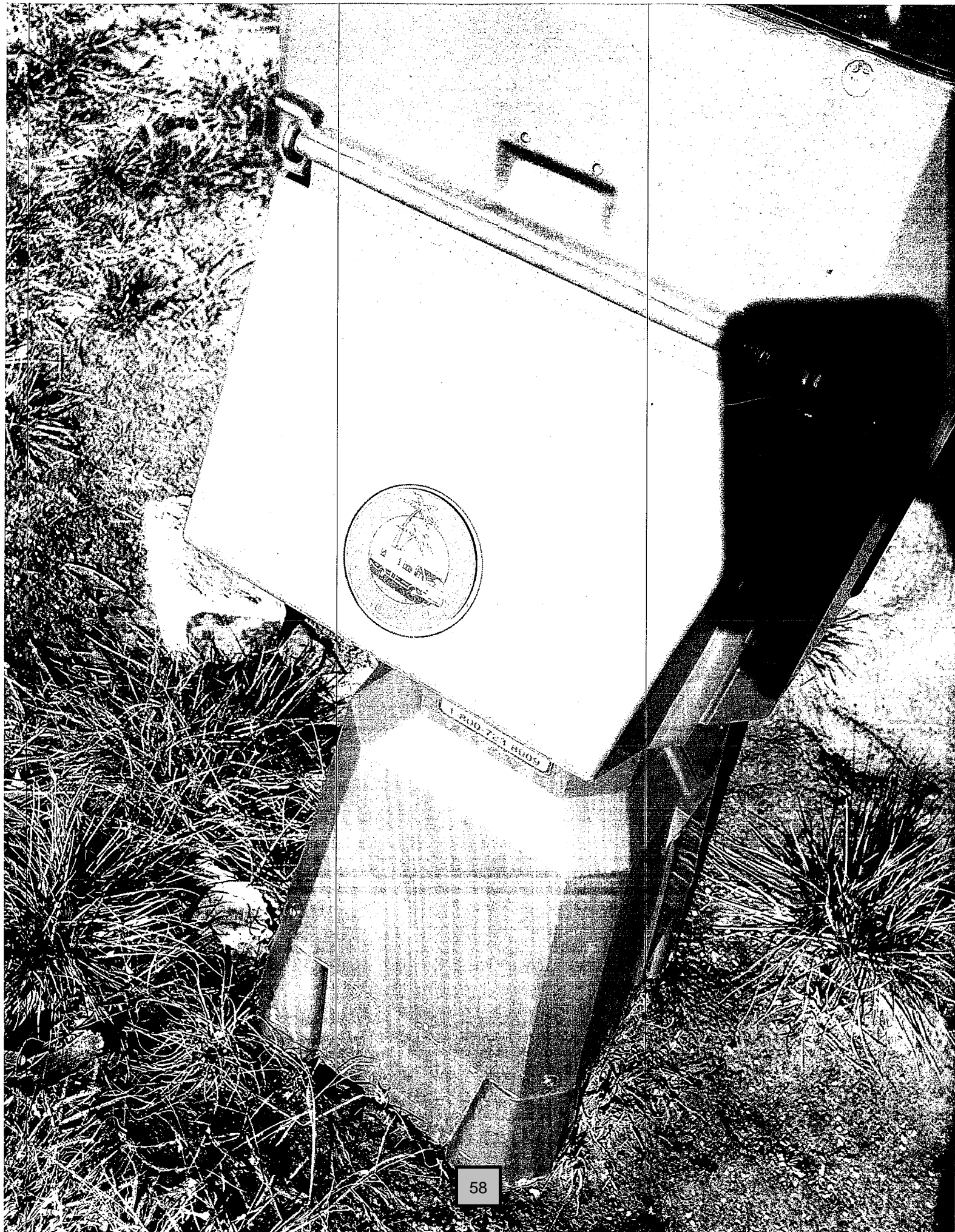
UTILITY STATION MODEL RV3050
TYPE 3R WEATHERPROOF ENCLOSURE
250 AMP MAX 3 WIRE, 125 VOLTS
OR 4 WIRE, 252.6 V. AC, 60HZ

THIS UNIT IS SUITABLE FOR USE AS A RATED
UTILITY SUPPLY, WHERE AN ACUT, CAN
BE USED TO PROVIDE A POWER SOURCE FOR
RECORDING EQUIPMENT.

DANGER!!
HAZARDOUS ELECTRICAL SHOCK
OR BURN, DISCONNECT POWER
TO UNIT BEFORE SERVICING.

R.V. PARK HOOKUPS, INC.

1-800-723-8009



Backup material for agenda item:

- d. Consideration and award of bid Storm Water Management Master Plan Contract

City of Junction City City Commission Agenda Memo

March 19, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: **Award of General Consulting Services Contract – Storm Water Management Master Plan**

Objective: Award of a General Consulting Services Contract for the City of Junction City for a Storm Water Management Master Plan with AMEC Environmental & Infrastructure Inc.

Explanation of Issue: The City within the 2013 budget, Storm Water Fund, identified the need to complete a comprehensive Storm Water Management Master Plan on behalf of the City.

The intent of this plan is to identify storm water initiatives that include: Inventory updates & evaluation of the City's existing storm water system for design capacities; Modeling of the existing systems; Recommendations for system improvements (Capital Improvement Plan); Development of Best Management Practices for use within a Storm Water Pollution Prevention Plan and Review of the City's regulatory permits (MS4 and NPDES Phase II Storm Water Permit) & Ordinances/ Standards; Lastly a review & recommendations of the City's storm drainage fee structure and system.

City staff proceeded in using a Qualification Base Selection (QBS) process, with a Request for Proposals (RFP) format, and interviews of the short-listed firms, in retaining the final consulting firm for this master plan.

A Selection Committee, made up of various department heads, was used in reviewing the qualifications, through a QBS/ RFP, of the various consulting firms. The attached RFP, selection criteria, and interview questions were used within the process.

It was the intent of staff to retain the "Most Qualified" firm, and enter into a contract for General Consulting Services for the development and completion for the Storm Water Management Master Plan.

AMEC Environmental & Infrastructure, Inc. (of Topeka, KS) was determined to be the most qualified firm after the review process. Also, as part of their proposal AMEC has indicated they plan to use KAW Valley Engineering, a local firm, for data collection, surveying, etc. on the project, yet not within the storm water fee methodology, thus avoiding any "conflict of interest" on this project. The attached ranking summary is provided for reference on the overall review and ranking of firm(s) by the selection committee, within the QBS/ RFP process.

A budget of \$60,000 was budgeted within the 2013 budget for this plan, however all proposals came in substantially more than this budgeted amount. Given this and during the interview/ review process with the various firms, it became apparent that it was in the City's best interest to proceed with the proposal tasks as outlined by AMEC/ and others, and at the proposal costs, as the City has on hand sufficient funds to complete a full Storm Water Management Master Plan, and the areas which would have been delayed/ limited/ minimized would have been the system modeling and fee methodology portions of the final plan. It is therefore, being recommended by City staff the City Commission allocate the balance of \$132,000 towards the completion of the overall master plan at this time, as sufficient funds are available within the fund at this time. It should be noted, that the contract will be for an amount not to exceed \$192,000, however various segments may not warrant the budgeted amounts, as the inventory and modeling portions proceed, thus the final contract may be less than the contract amount.

Given the above a *General Consulting Services Contract* has been developed and is being recommended with AMEC Environmental & Infrastructure, Inc. by City staff. This contract was reviewed by the City Attorney, Ms. Catherine Logan as to form and is attached.

Budget Impact: Funding for this contract would be obtained through the budgeted and un-appropriated funds within the storm water fund. Sufficient funds are within the Storm Water Fund to fund this project. The final plan will provide a detailed inventory with prioritized capital improvement recommendations and documentation towards the City's storm water fees obtained for the City's storm water systems, therefore providing a basis for budgeting and short & long term system needs.

Alternatives: The City Commission may approve, modify, table or deny the General Consulting Services Contract with AMEC Environmental & Infrastructure, Inc.

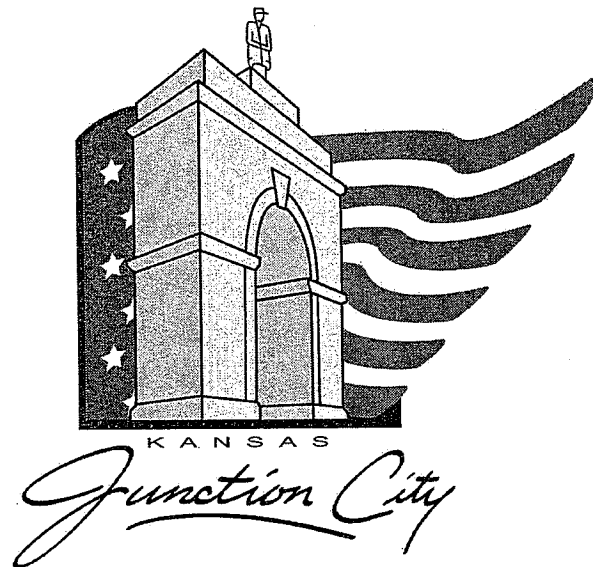
Recommendation: Staff recommends approval of the award of General Consulting Contract to AMEC Environmental & Infrastructure, Inc. for the completion of the City Storm Water Management Master Plan, in an amount not to exceed \$192,000.00, as presented

Suggested Motion: Commissioner _____ moves to approve the award of a General Consulting Services Contract to AMEC Environmental & Infrastructure, Inc. for the completion of the City Storm Water Management Master Plan, in an amount not to exceed \$192,000.00, as presented. Commissioner _____ seconded the motion.

Enclosures: Request for Proposal Storm Water Management Master Plan
Selection Committee Ranking Summary
Agreement for General Consulting Services
- Storm Water Management Master Plan – AMEC Environmental & Infrastructure, Inc.

CITY OF JUNCTION CITY JUNCTION CITY, KANSAS

REQUEST FOR PROPOSALS STORM WATER MANAGEMENT MASTER PLAN



JANUARY 2013

**City of Junction City
Junction City, Kansas
“STORM WATER MANAGEMENT MASTER PLAN”
REQUEST FOR PROPOSAL**

Sealed Proposals, plainly marked, “Storm Water Management Master Plan – RFP” on **the outside of the mailing envelope**, addressed to the Tyler Ficken, City Clerk, City of Junction City, City Hall, 700 N. Jefferson, Junction City, KS, 66441, will be accepted until **2:00 p.m.** on February 13, 2013. The Proposal shall include a separately sealed price proposal in an additional envelope.

The City of Junction City is seeking proposals for engineering services to develop a Storm Water Management Master Plan to facilitate storm water initiatives which include: Inventory updates & evaluation of the existing storm water system for design capacities; modeling of the existing systems, Recommendations for system improvements, Development of Best Management Practices for use within a Storm Water Pollution Prevention Plan and Review, with recommendations, of the City storm drainage fee structure and system.

The City of Junction City reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

Request for Proposal forms may be obtained from the City’s website www.junctioncity-ks.gov or from the City Clerk, on the second floor at the above address.

Questions regarding this proposal shall be directed to Gregory S. McCaffery, P.E. Director of Municipal Services at (785) 238-3103 M-F, 8:30-4:30 PM or email greg.mccaffery@jcks.com.

A. Background

The City of Junction City has in place through the NPDES Phase II rules, a General Storm Water Permit for its Municipal Separate Storm Sewer System (MS4). During this permit the City has already undertaken significant steps to evaluate and respond to the NPDES Phase II rules, but is looking to develop a Storm Water Management Master Plan to help prioritize its efforts and provide short and long term recommendations. The Scope of Work envisioned by this Storm Water Management Master Plan is set forth in Schedule A, Storm Water Management Master Plan, Scope of Work.

B. Description of the Procurement Process

a) General

The process for procurement of services will proceed in two stages. Each Proposer must submit a two-part proposal, each being in its own sealed envelope, consisting of a "Non-Price Proposal" and a "Price Proposal". These proposals shall be placed within separate envelopes, and further placed within one combined envelope, and clearly marked as noted above.

b) Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the City at the above noted address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. The proposal shall include the cost proposal in a separate sealed envelope. The cost proposal portion shall not be opened until after the selection committee concludes the preliminary selection process. Interviews will be held with top ranking firm(s). Proposals received after the time for opening of the proposals will be returned to the consultant, unopened. Faxed proposals are **NOT ACCEPTABLE**.

c) Evaluation of Proposals

The Selection Committee will review and evaluate the written responses to the Request for Proposal (RFP). The Selection Committee will conduct interviews only with the short listed firms. Firms making proposals must respond in writing to all requirements of this RFP. Firms with no prior experience and submittals that do not meet the minimum requirements will not be considered. The price portion of the selected form(s) will be opened prior to any interviews.

d) Interview

The Selection Committee may select a minimum of one and no more than three (3) qualified firms to interview. Each of the selected qualified consultants will participate in a detailed interview to more fully discuss their approach to this project and to answer questions posed by the Selection Committee.

e) Selection

The firms will be re-ranked after the interview. The top ranking consulting firm will be invited to negotiate a contract with the City of Junction City. Should the City and the selected firm not be able to reach an agreement, the City will then negotiate with the second-highest ranked firm. The City reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any candidate firm if the selection process is terminated.

f) Reservation of Rights

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The City reserves the right to accept or reject any or all RFPs received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

The City reserves the right to undertake such investigation as it deems necessary to verify the qualification of the firm for this project.

g) Request For Proposals - Minimum Requirements

Submittals shall consist of and be evaluated on, the following:

i) Qualifications of the Firm

This section shall describe the firm(s) and shall include identification of the team and a description of relevant experience.

Team

Provide the names, with their resumes, of all professional members of the team. Each team member's educational and experience background and special skills shall be included. The team leader(s) should be designated.

Relevant Experience

Provide the details of experience and past performance of the Firm(s) on comparable projects for other municipalities. This item should cover, at a minimum, the substantive nature of comparable projects. Firms are required to give sufficient information of their experiences to permit the City to understand and verify the nature of the contributions made by the firm to the projects listed.

ii) Scope of Services

Describe in narrative form the firm's approach and technical plan for accomplishing the work listed herein. The firm shall provide a detailed summary of how it will develop the required tasks in accordance with the concerns and criteria listed herein.

iii) Commitments

Provide a discussion of how the firm will assure adequate and timely completion of this project. A description of the firm's overall capability and assurance that it can meet its' commitment to successfully complete this project.

iv) Project Schedule

Provide a detailed project schedule.

v) References

Provide the name, title, locations and phone number of persons who can substantiate the firm's referenced experiences. A minimum of three (3) references must be provided substantiating the firm's work and qualifications to complete the Scope of Work.

vi) Estimate of Work Effort

The firm shall submit an estimated summary of the detailed level of effort (hours of work) allocated for each discipline per task described in the Scope of Work as part of the Proposal. **The fees associated with the Scope of Work per level of effort for discipline and task shall be submitted under separate cover on the form provided in a sealed envelope (.**

C. SITE VISIT AND ADDITIONAL INFORMATION

Firms may contact the Engineering Department for additional information. In consideration to all proposers, no oral interpretations will be given to any proposers as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to Gregory S. McCaffery, P.E., Director of Municipal Services or email greg.mccaffery@jcks.com. Based upon such inquiry, the City may choose to issue an Addendum.

D. SELECTION EVALUATION

The evaluation of selecting firms on qualifications phase of the selection process, whereby proposals and interviews will be addressed, will be based on the screening committee's evaluation of each firm, on the following areas as outlined and summarized below:

| | |
|---|------|
| Capability to perform all aspects of the Scope of Services Areas of expertise, staffing, and knowledge of the area | 30 % |
| Key Consultant Personnel Educational & experience backgrounds of "Key Staff", Individual whom would be "Main Point of Contact" who will have direct charge of the work; and experience record of the consultant team members | 20 % |
| Consultant Firm (and/ or Supplemental Firms) Adequate staff or/ other resources such as sub-consultants to perform the work outlined Professional registrations of staff within the State of Kansas; Duly authorized to conduct business in the State of Kansas Understanding of State, Federal storm and infrastructure programs | 25 % |
| Quality of Projects/ Similar Type Projects Areas of expertise Demonstrated performance client satisfaction. Levels of expertise; Pertinent new ideas/ methods | 25 % |

Request for Proposals

City of Junction City, Kansas

Storm Water Management Master Plan

January 2013

PRICE PROPOSAL FORM

(To be placed in a separate sealed envelope)

SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the **FIRM** with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the **amount shown in words shall govern.**

Project involving improvements to the **CITY OF JUNCTION CITY's "Storm Water Management Master Plan"**, in accordance with the Scope of Services, the following:

| Item No. | Item Description and Total Unit Price in Words | Price |
|----------|--|----------|
| 1 | (Item described as Task 1 as part of the Scope of Services) at _____ _____ per task | \$ _____ |
| 2 | (Items described as Task 2 as part of the Scope of Services) at _____ _____ per task | \$ _____ |
| 3 | (Items described as Task 3 as part of the Scope of Services) at _____ _____ per task | \$ _____ |
| 4 | (Items described as Task 4 as part of the Scope of Services) at _____ _____ per task | \$ _____ |
| 5 | (Items described as Task 5 as part of the Scope of Services) at _____ _____ per task | \$ _____ |

6

Total of all Items described as Tasks 1 through 5 as part of the
Scope of Services) at

_____ \$ _____

Submitted by:.....
(Name of Firm)

Signature:

Print Name:.....

Title:

Date:.....

**Request for Proposals
City of Junction City, Kansas
Storm Water Management Master Plan
January 2013
SCHEDULE A**

SCOPE OF SERVICES

Project Goal

The Project Goal is the development of a Storm Water Management Master Plan to facilitate storm water initiatives which include: Regulatory review of the City's NPDES Phase II MS4 General Permit; Inventory, updates & evaluation of the existing storm water system for design capacities, including storm water capacity modeling of the existing systems; Recommendations for system improvements (Capital Improvements Plan); Development of "Best Management Practices" for use within a Storm Water Pollution Prevention Plan; and a Review, with recommendations, of the City storm drainage fee structure and system. The Project will be undertaken in five Project tasks (listed below).

Funding

The Project will be funded through the City's Storm Fund.

Project Task 1. Regulatory Review (City NPDES Phase II MS4 General Permit)

This task consists of a review of the City's efforts to comply with the NPDES Phase II MS4 General Permit. The City has made significant efforts to follow the EPA's and State of Kansas regulations and permitting processes as communicated to the City, however, with the variety of interpretations and enforcement of the regulations throughout the MS4 communities and industries, the City believes a review of its current program and data in conjunction with the regulations would assist the City in prioritizing its resources. The review shall provide comment and recommendations to the City's compliance with this general permit.

Project Task 2. Inventory and Modeling of the City Storm Water Collection System Infrastructure

The City has a city-wide storm water collection system map, through GIS-ArcInfo. This map shows the location of many of conduits, open channels and storm drains within the City. Additional effort is needed to field verify flow direction; document pipe sizes (24" and larger) and open drains, outfall conditions, material condition and inverted elevations; and verify land drainage area for each outfall. Storm water modeling of the system for 10 and 100 storm events are to be provided for the various collection systems. The intent is to be able to use this information to support a Capital Improvement Plan (CIP) which will re-establish and justify the storm drainage fee methodology and funding requirements on a priority basis for the immediate; next 5; 10; and 15 years. This CIP program is to include not only storm

system improvements, yet means for system maintenance (ex. street sweeping equipment, system cleaning, etc.), and other Best Management Practices (BMP) as an integral part of the City's ability to maintain clean and open curb & gutters and drainage systems, as well as, removing debris from within the storm water systems.

The City has in place 6-inch resolution aerial contours and photographic maps (last flown in 2010) of the City and Geary County, within the following format: DiMAC Digital Acquisition, Seamless Ortho Mosaic, Surveyed Ground control, Natural Color, and Geo TIFF/ MrSID. Mapping is also available for 2007 (City – Color) and 2002 (City – Black & White)

The City anticipates that the firm will, as part of this task:

- a. Review the available storm water maps for data gaps.
- b. Collect pipe size (24" and larger) and storm drainage systems, material and invert elevations information for gap segments.
- c. Determine the condition of the existing pipe, storm drain and retention systems and rank its condition based on priority of need.
- d. Field verify information (e.g. flow direction, catch basin & outfall locations etc.) on existing maps.
- e. Provide the data to be integrated with the City's current mapping system.
- f. Prepare a recommended Capital Improvements Plan and projected capital needs for the immediate; next 5; 10 and; 15 years.

Project Task 3. Development of Recommendations of a Capital Improvements Plan (CIP)

The City has in place a Storm Drainage Fee, in which funds are collected by the City for storm water system construction, reconstruction, maintenance, real estate and repair of storm drainage system facilities. Also, the funds maybe used for studies and preparing documents for these facilities. Maintenance of the system, is handled through the City Department of Public Works (DPW).

The City anticipates that the firm will, as part of this task:

- a. Rank needed storm system improvements based on system inventory and modeling for system design capacities and maintenance on priority needs. This should not be limited to only construction and reconstruction activities, yet also maintenance related areas as well.
- b. Provide the data of future need in both an integrated map within the City's current mapping system.
- c. Prepare a recommended Capital Improvements Plan (CIP) and projected capital needs for the immediate; next 5; 10 and; 15 years. This map should include construction & reconstruction recommendation, as well as, other recommendations, Best Management Practices and maintenance activities (street sweeping, etc.)

Project Task 4. Propose an Operations and Maintenance (O&M) Program Related to Drainage System Management

Much of the effort necessary to implement any storm water program is dependent upon adequate staffing and equipment. This task will review the current staffing level of the City, operational equipment (sewer vacuor and street sweepers) and determine its adequacy given the infrastructure and storm water program.

The City anticipates that the firm will, as part of this task:

- a. Use information collected from the other tasks and the City's MS4 storm water plan to review staffing and equipment levels to determine adequacy.
- b. Prepare a cleaning and maintenance schedule. At a minimum, the schedule shall include cleaning and maintenance for the storm water infrastructure as well as the cleaning and maintenance as required by the City MS4 permit.
- c. Inventory problem areas and identify logical approach to systematically address the most prevalent problems.
- d. Project adequate staffing, equipment and O& M budget to support these efforts for the immediate needs; the next 5 years; 10 years; and 15 years.

Project Task 5. Review the City's Storm Drainage Fee and Local Regulations/Ordinances

The City has in place storm water management and floodplain regulations within its municipal code, as well as, zoning, subdivision and site plan review standards for storm water systems. Also a storm drainage fee structure is in place, which allocates an annual fee process, and collections towards developed and undeveloped land within the City. Design standards for storm drainage systems are outlined within the municipal code for subdivision and site developments. The City is currently reviewing the overall Engineering Design Standards of the City, with future recommendations towards amended storm water standards to be adopted, as well as other design standards of the City. The City is currently in the process of amending the City Comprehensive Plan (FRQ/ FRP) through a request of proposals in 2013. A component of this plan amendment will be recommendations towards addressing impacts of the natural drainage patterns within the City and their effect development potential. There also preliminary studies underway through the Kansas Department of Agriculture, Division of Water Resources, which may have bearing on drainage issues and flooding, particularly with respect to future Floodplain Management within the City. Both of these projects will need to be coordinated on future recommendations involving storm water management.

The City anticipates that the firm will, as part of this task:

- a. Obtain and review pertinent storm drainage fee structure/ methodology, site review and subdivision regulations (available online on the City website, under municipal code/ Land Use/ Storm Water Management).
- b. Develop recommended storm drainage fee structure and methodology and ordinance language for incorporating Phase II MS4 storm water regulations into site review and subdivision regulations.
- c. Review of the City Floodplain Regulations as they may impact the City Storm Water Management Master Plan

- d. Submit recommendations to City of Junction City in draft on the Storm Management and Floodplain Regulations ordinances.
- e. Review and evaluate the City Storm Water Management ordinance for effectiveness, practical implementation and enforcement with recommendations on the overall system and methodology currently being used.
- f. Coordinate the development of the City Storm Water Management Plan with the City Comprehensive Plan amendment and the State of Kansas Floodplain studies.

Project Task 6. Summarization and Final Report

The City is looking to have development an overall Storm Water Management Plan, which incorporates reviews of the existing drainage systems and maintenance practices within the City, as well as providing for future recommendations on capital improvements, best management practices, regulatory amendments and overall funding structure provisions. It is anticipated the final Storm Water Management Plan will be completed during the 2013 fiscal year (January- December, 2013)

The City anticipates that the firm will, as part of this task:

- a. A summary of the other tasks as outlined within the Scope of Services.
- b. Provide interim status reports detailing work performed at the conclusion of each task.
- c. Final Report shall be a summary, with necessary section finding/ summaries, maps/ drawings, modeling documentation, recommendations and conclusions
- d. Provide a draft final report for City review and comment. Incorporate City comments into final report to this Storm Water Management Master Plan.
- e. Provide six (6) hard bound copies and a digitized copy of the final report, including all maps/ drawings of final report to the City. Note the final document and use thereof for future planning/ design/ construction will be owned by the City, and future use of this document will be permitted for such purposes.

City of Junction City
Storm Water Management Master Plan
SELECTION COMMITTEE
INTERVIEW QUESTIONS

1. The City has in place various open and enclosed channel systems through the community. Describe to us your approach in inventorying, modeling and "Needs Rating" of the City's system.
2. Describe to us your experience involving storm water modeling for storm systems, sub-watersheds, etc.
3. The City has in place a Comprehensive Plan, in which an amendment will be undertaken in the next year. Describe to us your experience in introducing, developing and implementing storm water measures as part of this overall plan and Engineering Design Standards.
4. The City has in place a Storm Drainage Fee system, which the City currently collects funds based on developed/undeveloped parcels and based on the overall size of various parcels.

What experience does your firm have in development and implementation for equitable similar type programs?

5. The City is involved within the National Flood Insurance Program through the Federal Emergency Management Agency. What experience does your firm have in this Program?
6. The City desires to implement various "**Best Management Practices**" as part of the overall Storm Water Management Master Plan. Describe to us your experience and approach to implementing these measures within and as part of a SWMMP.
7. The City is looking to implement other measures within it's Storm Water Management Master Plan besides traditional "Brick and Mortar", describe to us other measures, such as equipment purchases, DPW Street Sweeping, etc. in which you would look to include within the development of the overall SWMMP.
8. The City is a mixture of existing storm systems (open channel, surface drainage, etc.), new storm systems (enclosed pipes, storm water retention systems, etc.) and undeveloped parcels. Describe to us your approach in development of an equitable system implementation as future systems are developed within the City for storm system improvements.
9. What experience does your firm have in NPDES Phase II Storm Water Permits, MS4 General Storm Water Permits, State of Kansas WRAPS Programs, etc.?
10. After viewing your proposal costs, if it is deemed the City is looking to reduce project costs, in what areas would you recommend the overall SWMMP be amended, yet still enable the City to have the project completed and be able to meet the general Scope of Work? What areas would one recommend to be amended if the overall costs needed to be reduced by say 25% or 50% as a result of limited funding?
11. What does your firm bring to the table which will make you stand out from all other firms in the development of the City's Storm Water Management Master Plan? What makes your firm stand over and above the rest in this selection process? In other words why should we select your firm as our primary consultant?

| Engineering Firm | Direct Solicited | Capability on Scope of Work (Pts 30 Max.) | | | | Key Consultant Personnel (Pts 20 Max.) | | | | Consultant Firm (& Supple. Firms) (Pts 25 Max.) | | | | Quality of Projects/ Similar Projects (Pts 25 Max.) | | | | Total Pts. 1 | Rank | Total Pts. 2 | Rank | Total Pts. 3 | Rank | Total Pts. 4 | Rank | Total Pts (Avg.) | Overall Rank | | | | |
|-------------------|------------------|---|------|------|------|--|------|------|------|--|------|------|------|---|------|------|------|--------------|------|--------------|------|--------------|------|--------------|------|------------------|--------------|------|---|------|---|
| | | SC No. | | | | SC No. | | | | SC No. | | | | SC No. | | | | | | | | | | | | | | | | | |
| | | | | 1 | 2 | 3 | 4 | Avg. | 1 | 2 | 3 | 4 | Avg. | 1 | 2 | 3 | 4 | Avg. | 1 | 2 | 3 | 4 | Avg. | | | | | | | | |
| Water Resources | Yes | 25 | 22 | 22 | 20 | 22.3 | 20 | 17 | 15 | 16 | 17.0 | 15 | 18 | 21 | 20 | 18.5 | 20 | 20 | 18 | 20 | 19.5 | 80.0 | 2 | 77.0 | 2 | 76.0 | 2 | 76.0 | 3 | 77.3 | 2 |
| Phepps | Yes | 25 | 17 | 23 | 27 | 23.0 | 15 | 10 | 15 | 19 | 14.8 | 20 | 17 | 20 | 23 | 20.0 | 20 | 12 | 19 | 23 | 18.5 | 80.0 | 2 | 56.0 | 3 | 77.0 | 3 | 92.0 | 2 | 76.3 | 3 |
| Engineering, AMEC | Yes | 30 | 28 | 25 | 28 | 27.8 | 20 | 15 | 17 | 19 | 17.8 | 25 | 23 | 22 | 25 | 23.8 | 24 | 23 | 20 | 24 | 22.8 | 99.0 | 1 | 89.0 | 1 | 84.0 | 1 | 96.0 | 1 | 92.0 | 1 |
| Avg. Rating | | 26.7 | 22.3 | 23.3 | 25.0 | | 18.3 | 14.0 | 15.7 | 18.0 | | 20.0 | 19.3 | 21.0 | 22.7 | | 21.3 | 18.3 | 19.0 | 22.3 | | | | | | | | | | | |

AGREEMENT FOR GENERAL CONSULTING SERVICES

STORM WATER MANAGEMENT MASTER PLAN

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the CITY of JUNCTION CITY, KANSAS, hereinafter referred to as "CITY", and AMEC Environment & Infrastructure, Inc., a Nevada corporation with an address at 1129 SW Wanamaker, Topeka, KS 66604 hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY has issued a Request for Proposal engineering services to develop a Storm Water Management Master Plan to facilitate storm water initiatives which include: inventory updates & evaluation of the existing storm water system for design capacities; modeling of the existing systems, Recommendations for system improvements, Development of Best Management Practices for use within a Storm Water Pollution Prevention Plan and Review, with recommendations, of the City storm drainage fee structure and system (the "SCOPE OF WORK") as more fully set forth in **Attachment 1 – Scope of Services and Attachment 2 Project Schedule**, attached hereto and incorporated herein by reference; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this AGREEMENT, it is mutually understood and agreed as follows:

I. DEFINITIONS; GENERAL CONDITIONS

- A. THE SCOPE OF WORK is to be implemented in phases as set forth by this Agreement and by SERVICE AUTHORIZATIONS, the form of which is attached hereto as **Attachment 3** and made a part hereof, and as also may be added as approved by the CITY from time to time.
- B. The services to be performed by the CONSULTANT, and time for completion of the particular phase of the work by CONSULTANT, shall be authorized by a SERVICE AUTHORIZATION. The SERVICE AUTHORIZATION shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The SERVICE AUTHORIZATION shall be signed by the CITY and the CONSULTANT'S authorized representative.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the CONSULTANT under this AGREEMENT. If the CITY determines there are any errors, omissions or other deficiencies in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CITY.
- C. Approval by the CITY of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.
- D. The CONSULTANT designates _____, as its representative to act as liaison with the CITY. The representative shall manage and coordinate CITY projects and is hereby authorized to act on behalf of the CONSULTANT to negotiate and approve SERVICE AUTHORIZATIONS and act on any other related matter with respect to performance of services for the CITY in accordance with the AGREEMENT. Any change to name another person shall be requested in writing to the CITY, and shall be approved by the CITY.
- E. CONSULTANT shall attend all meetings, as specified or as defined in each SERVICE AUTHORIZATION of the CITY Commission, unless the CITY'S representative declares such attendance and participation is not necessary. In addition, the CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

III. DUTIES OF CONSULTANT:

The scope of services to be performed by CONSULTANT are separated into tasks phases as set forth in **Attachments 1** and **2**, which if approved via SERVICE AUTHORIZATIONS shall be performed by the CONSULTANT. The CITY must

authorize, through SERVICE AUTHORIZATIONS, the commencement of each phase of the work.

IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary and which are under control of the CITY.
- B. Other data and services to be agreed upon in subsequent SERVICE AUTHORIZATIONS.
- C. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors for CITY projects.
- D. The CITY Manager or his designee shall act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. The CITY Manager or his designee shall have the authority to the extent authorized by the CITY Charter and Code of Ordinances to exercise the rights and responsibilities of the CITY provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- E. Pay all permit application filing fees for CITY projects.
- F. Provide access to CITY facilities.

V. TIME OF PERFORMANCE

- A. The CONSULTANT will begin work promptly after issuance of a SERVICE AUTHORIZATION.
- B. The CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in each SERVICE AUTHORIZATION. If the CONSULTANT'S services are unreasonably delayed by the CITY in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the CONSULTANT as a condition precedent to renegotiations shall notify the CITY within fifteen (15) calendar days at the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

VI. AGREEMENT PERIOD

This Agreement shall commence on the date executed by both parties hereto, and shall continue until the later of the date that is one (1) year after the commencement or the date on which all tasks authorized by SERVICE AUTHORIZATIONS are completed. Each SERVICE AUTHORIZATION shall delineate a time for completion of the services to be rendered.

VII. COMPENSATION

- A. Time Charge/Not To Exceed Basis. The services will be provided hereunder on a time charge/"not to exceed" basis. The time charge fees and expenses are attached hereto as **Attachment 4**. The "not to exceed" charge for each task is set forth in the attached **Attachment 5**. Under no circumstances shall the CITY be obligated to compensate or reimburse the CONSULTANT for fees or costs incurred in excess of the "not to exceed" amount.
- B. Subcontractual service shall be invoiced at the actual fees paid by the CONSULTANT. Subcontractual services shall be approved by the CITY in writing prior to performance of the subcontractual work.
- C. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each SERVICE AUTHORIZATION, without written approval.
- D. If the CITY determines that any price for services, however calculated provided by the CONSULTANT, including any cost reimbursable under this AGREEMENT, was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost shall be reduced accordingly and the SERVICE AUTHORIZATION shall be modified in writing to reflect such reduction.

VIII. PAYMENT

The CITY agrees that it will use its best effort to pay the CONSULTANT within thirty (30) calendar days from presentation of the CONSULTANTS itemized report and invoice and approval of the CITY'S representative, unless additional time for processing is required for payments for basic services, subcontractual services, and reimbursable expenses as defined in Section VII. The CONSULTANT shall submit monthly invoices, as required in the SERVICE AUTHORIZATION, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the CONSULTANT under the SERVICE AUTHORIZATION.

IX. MISCELLANEOUS PROVISIONS

A. Engineering Documents: All documents required or reasonably implied by the nature of a project, including, but not limited to, reproducible mylar drawings and CADD disks in a format compatible with CITY'S computer system, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports ("Engineering Documents") prepared in connection with a SERVICE AUTHORIZATION shall be the property of the CONSULTANT. However, the CONSULTANT will provide CITY a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are CONSULTANT'S copyrighted instruments, and at the option of CONSULTANT may so identify them by appropriate markings. Provided that CONSULTANT is paid for its services, either by termination or completion of services, then CITY may subsequently use these documents without any additional compensation or agreement of CONSULTANT, however, such use, without written verification or adaptation by CONSULTANT for the specific purpose, intended by CITY shall be at CITY'S sole risk and without liability or legal exposure to CONSULTANT whatsoever. If CITY does reuse the CONSULTANT'S documents on another project, it shall retain CONSULTANT or another licensed and insured professional engineer to review, adapt and seal such documents. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of CONSULTANT'S right to the documents.

B. Insurance:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the CITY (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Kansas and all applicable Federal laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must include:
 - a. Premises and/or Operations b. Independent Contractors

- b. Products and Completed Operations - CONSULTANT shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - c. Broad Form Property Damage
 - d. Contractual Coverage applicable to this specific Agreement.
 - e. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
- 3. Business Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
- 4. Professional Liability Insurance with minimum limits of two million dollars (\$2,000,000.00) per claim. Coverage shall be afforded on a form reasonably acceptable to the CITY. CONSULTANT shall maintain in force until at least one year after completion of all services required under this Agreement. CONSULTANT shall insure that subconsultants maintain adequate levels of Professional Liability Insurance.
- 5. Prior to commencement of services, the CONSULTANT shall provide to the CITY certificates of insurance evidencing the insurance coverage specified in the foregoing subparagraphs B1, B2, B3, and B4. All policies covered within subparagraphs B1, B2, B3, and B4, shall be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction. The CITY shall be named as an additional insured as to CONSULTANT'S liability on policies referenced in subparagraphs B2 and B3. The required certificates of insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement.
- 6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal certificates of insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.

7. CITY will only accept coverage from an insurance carrier which offers proof that the carrier is licensed to do business in the State of Kansas and carries a Best's Policyholder approved by the CITY.
8. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by CITY is non-contributing.

C. Litigation Services:

It is understood and agreed that CONSULTANT'S services shall not include reasonable participation in litigation or dispute resolution arising from this Agreement.

D. Assignment:

The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the CITY nor the CONSULTANT will assign or transfer their interest in this Agreement without the written consent of the other.

E. Confidential Information:

During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY, unless mandated by order of the court.

F. Non-Exclusive Contract:

The CITY reserves the right to award projects to other firms during the period of service of the CONSULTANT. The CONSULTANT agrees to cooperate with the CITY and other firms in accomplishing work that may require joint efforts to accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

G. Subconsultants:

In the event the CONSULTANT, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must secure the prior written approval of the CITY.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

CITY

CITY CLERK
City of Junction City, Kansas
700 North Jefferson
Junction City, KS 6644

CONSULTANT

AMEC Environment & Infrastructure, Inc.
129 SW Wanamaker
Topeka, KS 66604
ATTN: Topeka Office Manager

I. Records:

Records of all expenses relative to each SERVICE AUTHORIZATION shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

J. Personnel:

The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Kansas in the field for which he is responsible for performing such services. The project manager shall be approved by the CITY under each SERVICE AUTHORIZATION. Key project personnel will be identified for each

project and expected to perform the work assignment as can reasonably be expected.

K. Non-Discrimination and Affirmative Action.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The CONSULTANT shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The CITY shall provide CONSULTANT with its rules and regulations.
2. The CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the CONSULTANT shall include the phrase "equal opportunity employer," or similar phrase approved by the CITY.
4. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the CITY in accordance with the provisions of K.S.A. 44-1031, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the CITY.
5. If the CONSULTANT is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the CITY which has become final, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the CITY.
6. The CONSULTANT shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANTS subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

L. Prohibition Against Contingent Fees:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

M. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CITY shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the CONSULTANT. In the event the project described in any SERVICE AUTHORIZATION, or the services of the CONSULTANT called for under any SERVICE AUTHORIZATION, is or are suspended, canceled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The CONSULTANT agrees to provide all documents to the CITY (specifically those referenced in paragraph IX.A.). Further, prior to the CONSULTANT'S destruction of any of the above referenced documents, the CITY shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an agreement to provide services for the CITY in order to provide for a smooth transition period.

N. Indemnification:

The CONSULTANT will at all times indemnify, save and hold harmless and defend the CITY, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the CITY or contractor, or materialmen to supply goods or services to a project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance of services

under this Agreement. The indemnifications contained herein shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the CITY or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the CITY'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the CONSULTANT'S obligation hereunder shall not include amounts attributable to the fault or negligence of the CITY or any third party for whom the CONSULTANT is not responsible. The indemnifications contained herein shall survive the expiration or earlier termination of this Agreement. In the case of any claims against the CITY, its employees or agents indemnified under this Agreement, by an employee of the CONSULTANT, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in the Kansas Tort Claims Act.

O. Interest of the CONSULTANT:

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

P. Compliance with Laws:

1. The CONSULTANT shall comply with the applicable requirements of State and applicable local laws and all Codes and Ordinances of the CITY as amended from time to time, and that exist at the time of building permit issuance.
2. For SERVICE AUTHORIZATIONS involving work under Federal or State grantors or approving agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each SERVICE AUTHORIZATION.

Q. Federal Lobbying Activities

(Only applies to projects receiving federal funds via the CITY)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via CITY to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Necessary forms are available from the CITY and should be returned to CITY with other final contract documents. It is the responsibility of CONSULTANT to obtain executed forms from any of its subcontractors who fall within the above provision and to provide CITY with the same.

R. Applicable Law, Jurisdiction and Venue:

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Geary County, Kansas.

S. Internal Dispute Between CITY and CONSULTANT:

The CITY Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

T. No Third Party Beneficiaries:

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

U. Severability Clause:

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

V. Extent of Agreement: This Agreement represents the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement does not entitle the CONSULTANT to receive any fee unless first being issued a SERVICE AUTHORIZATION. This Agreement does not provide that a CONSULTANT is entitled to receive any Service Authorization. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the CITY Commission.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its CITY Clerk, and the CONSULTANT has hereunto set its hand the day and year first written above.

CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, MAYOR

ATTEST:

City Clerk

CONSULTANT
AMEC Environment & Infrastructure, Inc.

By: _____
Bradley D. Johnson, P.E.
Topeka Office Manager

Attachment 1 - SCOPE OF SERVICES

PROJECT APPROACH

To support the City's goal to develop a Storm Water Management Master Plan to facilitate storm water initiatives, AMEC will perform the following tasks as requested by the City:

1. Regulatory Review
2. Inventory and Modeling of the City Storm Water Collection System Infrastructure
3. Development of Recommendations for a Capital Improvements Plan (CIP)
4. Development of an Operations and Maintenance (O&M) Program
5. Review of the City's Storm Drainage Fee and Local Regulations/Ordinances
6. Summarization and Final Report

In order to fully realize the City's goal, AMEC proposes to incorporate results, findings and recommendations of these tasks into a Storm Water Business Plan for Junction City. During the kickoff meeting, we propose to develop the outline for this report. This dynamic plan will document overall storm water goals for the next 5-years, 10-years, 15-years and 20-years. Planned revenues and expenditures will be documented as part of the business plan, and it will include implementation of all of the recommendations from the above listed tasks.

This business plan will become a living document for all things storm water in Junction City, and frequent reviews and periodic updates will be recommended going forward. For this scope, the effort associated with the development of this business plan is included in Task 6.

Task 1 - Regulatory Review (City NPDES Phase II MS4 General Permit)

AMEC will examine the storm water-related activities of the City that are relevant to compliance with NPDES Phase II MS4 permit requirements. This examination will require review of relevant documents and checklist and through brief interviews with City staff regarding existing permit compliance activities and expectations and plans for future activities as new requirements or initiatives come into play. AMEC will kick-off this activity with an initial review of the City's current NOI and most recent Annual Report, as well as the most current storm water and related ordinance(s). Following this initial review, AMEC will request additional documentation needed to enhance our understanding, such as public education plans, plans review and/or site inspection checklists, etc.

AMEC will conduct interviews with key City staff as appropriate to gain additional knowledge and nuance on City compliance activities and future plans. AMEC will also utilize these interviews to gain knowledge on the City's drainage fee, drainage and floodplain management programs and land development planning activities, which will be needed for Task 5.

Given that most cities have multiple staff that have responsibilities related to NPDES permits, AMEC typically performs these interviews in a "round robin" format, meeting with Codes staff, then Engineering, then Parks, etc. AMEC staff can work from a convenient location in City offices and set a suitably convenient schedule for the key staff to cycle through the meetings.

If deemed acceptable by the City, AMEC will also communicate with KDHE staff regarding their expectations for current (and potential future) permit conditions, and any observations they may have regarding the City's compliance program.

Based on the information obtained via the above described process, AMEC will assess the City's current compliance activities in light of the current permit. AMEC will prepare a brief Permit Compliance Review Report that describes the current status of the City's compliance activities, including those planned for the future. The report will also provide recommended actions to meet permit requirements where/if potential compliance deficiencies are found. Where appropriate, the report will provide a schedule of activities and estimated costs (if any) for implementation of AMEC's recommendations.

AMEC will also prepare a brief, non-technical Executive Summary to the report that is written for the general public which can be used for public education or the education of City Council when considering the implementation of compliance activities, such as the modification of a land development ordinance, or storm water program costs. AMEC can tailor the Executive Summary to meet the needs of a particular audience, based on guidance provided by City staff.

Task 1 Deliverables:

1. One draft and one final Permit Compliance Review Report (and Executive Summary), including recommendations to prepare for next permit cycle.
2. This task includes up to two (2) meetings with City staff. The first meeting will be the staff interview day to gain information on permit compliance activities. The second meeting will be to discuss Report recommendations.

Task 2 – Inventory and Modeling of the City Storm Water Collection System Infrastructure

AMEC proposes to conduct an inventory of select storm water drainage infrastructure for the City of Junction City to supplement the existing Arc-GIS stormwater inventory which staff currently believes to be about 80% complete. The project area includes the current city limits of Junction City which is approximately 8 sq. miles.

Task 2.1 Storm Water Asset Inventory

Task 2.1.1 GIS Data Collection/Compilation

Base data collection efforts include coordination with the City of Junction City to obtain available digital data. It is anticipated the City will furnish the following digital data as available for the study area: Arc-GIS storm water inventory, aerial photography, tax map grid, hydrography (streams), parcel boundaries, street centerlines, contour lines, and control points that align with the city base maps. Consultant will compile and prepare the data for use in the supplemental inventory effort.

An analysis of the available GIS data will be made initially to attempt to identify gaps in inventory data that would be needed for the modeling effort (24" and larger). Our initial assumptions will be reviewed, and our field data collection plan will then be finalized.

Task 2.1.2 Field Data Collection

Field data collection will be completed by Kaw Valley Engineering, Inc. (KVE) with AMEC oversight to assure the data needs for a storm water model are captured. This effort will begin with a TEAM review of the current City data and maps. During visits to each area, structures will be evaluated to determine the condition of each, as stated within the RFP. The data will then be assembled into an ArcGIS database for use in the modeling analysis.

Technology. Field data collection will generally proceed using 2-man field crews. The number of crews utilized at any given time may vary. Attributes will be collected using the data collectors associated with the GPS equipment. Other technologies may be used as the project progresses if the technologies facilitate more efficient data collection.

Positioning. Drainage structures will be surveyed at a location near the top and center of each structure whenever possible. Structures with manholes will be located on the center of the manhole cover or center of the grate. Headwalls and pipe ends will be surveyed on top of the structure above the end of the pipe, and flowlines will then be calculated based upon the pipe diameter. Horizontal control will conform to the Kansas State Plane Coordinate (feet) system to overlay with the current City of Junction City base mapping in GIS.

Drainage System Limits. Field crews will collect drainage data on public property only. If it is necessary to access private property, we will attempt to make contact to gain access. In the event that permission for access cannot be obtained, it is assumed that either the City will coordinate to obtain access, or the structure will not be inventoried. Closed drainage systems (storm sewers) will be inventoried as thoroughly as possible to represent complete system connectivity of those systems greater than 24". Given the availability of good topography, only channel geometry typically below water will be obtained as part of the inventory. For small drainage paths typically without base flow, or for overbank areas, we will obtain this information from the topography. Generally, both closed and open drainage systems will be inventoried downstream from the point where "public" water begins to enter the drainage system.

Field crews will collect data for drainage systems based on a field determination of pipes and culverts of 24" or larger in diameter.

Accessibility. We will notify the City of site access problems due to fencing, animals, or uncooperative citizens. Client will be responsible for determining the need to complete data collection in these areas and will resolve the access problems as necessary.

Traditional Survey Methods. Some infrastructure may be located in areas where it will be difficult to achieve a GPS position. Offsets will be used where possible to determine position in these areas. Where a GPS position cannot be reasonably obtained, traditional survey methods (total stations) may be used at the discretion of the consultant to obtain the position.

Task 2.1.3 – GIS Database Development

Upon collection and processing of the field data, data will be merged into the City's ArcGIS database complete with element attributes, notes, and photographs. To facilitate graphical representation of the inventory data, AMEC will establish mapping symbology (points and lines) for the major inventory attributes in cooperation with the City GIS staff.

Task 2.1.4 - Data Processing and QA/QC

Field data will be compiled, processed, and loaded into ArcGIS weekly throughout the project. Data will be scrutinized in the office following collection to identify problems with data collection and make appropriate adjustments as quickly as possible.

Quality control will be implemented at various levels as follows:

- ❖ Field crews will carry prepared work maps to guide the field effort. The work maps will be used for navigation and will be annotated to indicate progress to assure that pertinent roads and parcels are visited.

- ❖ During data processing, checks will be made on the GPS positioning data to identify and eliminate outliers that adversely affect calculated positioning.
- ❖ After loading into ArcGIS, data will be overlaid on digital orthophotographs and a visual check of spatial data alignment will be made.
- ❖ Lastly, the tabular inventory data (database fields) will be automatically checked using numerous ArcGIS scripts to detect obvious and/or common mistakes, errors and omissions.

Task 2.1.5 Database Preparation and Delivery

Consultant will, at the conclusion of the Task, prepare and deliver to Client the completed inventory database in an ArcGIS shapefile format and associated digital photographs on CD or DVD-R media.

Task 2.1 Deliverables:

1. Following detailed review of City data in Task 2.1.1, a Field Collection Plan will be developed and provided to the City. This plan will discuss findings during our review, including any deviations from our original assumptions. It will also identify areas that will need to be surveyed as part of the completion of the asset inventory.
2. One meeting to discuss draft inventory plan and to address any issues and or necessary changes.
3. Complete storm water asset inventory in ArcGIS format. Attributes at a minimum will include location and elevation data (X,Y,Z), material type, size or diameter, condition, length, along with other inventory information agreed upon as part of the development of the Field Collection Plan. Photos will be taken and linked to the database. Note that for portions of the inventory already existing that will not be collected as part of this project, photos and other non-essential modeling information may be omitted.
4. City will provide all Topographic, Imagery and GIS data to AMEC free of charge.

Task 2.1 Assumptions:

It is assumed that a portion of the City's GIS storm water network is adequate and will require no supplemental survey. It is further assumed that a portion will have to be collected and/or re-collected. Once AMEC obtains the network, AMEC will review the storm water network for completeness. This review will include field verification at certain locations. Once this review is completed, AMEC will develop a data inventory plan for completion of the necessary inventory. At that time, the supplemental inventory needed will be cross referenced to the assumptions made in this proposal. For the purpose of pricing the data inventory in this proposal, AMEC assumes it will be required to collect up to 1,000 features. Features may include curb inlets, pipe inlets or outlets, culverts, channel cross-sections at select locations, etc. Should additional effort be required, this effort will be negotiated for an additional scope and fee.

Task 2.2. Modeling

Task 2.2.1 Storm Water Modeling

AMEC will use PC-SWMM to model the City's storm water system. PC-SWMM can accommodate both the pipe flow component as well as the open channel/overland flow component of the storm water network. AMEC will use the best available topography for Junction City to create sub-basins for the modeling. AMEC will rely on the topography, the aerial imagery, the enhanced storm water network, and field reconnaissance to develop

the system hydrology to model the 10-yr and 100-yr events. GIS processes will be used to create the basins, land use, and flow paths as well as other watershed characteristics. This information will then be imported into the PC-SWMM. AMEC will use the storm water inventory to input the pipe geometry into the PC-SWMM model. Detention and storage areas will be input based upon the topography and the storm water network. Cross-sections for overland flow will be cut from the topography and input into the model, and channel geometry will be supplemented from the storm water inventory where appropriate.

Once the modeling has been completed, AMEC will evaluate deficiencies in the City's storm water system. AMEC will coordinate with the City to verify these areas and to prioritize them. AMEC will then develop improvement alternatives for each of the identified deficiencies. Once these alternatives are developed, AMEC will meet with the City to evaluate these alternatives, and to determine which alternatives will be modeled. AMEC will then model select improvement alternatives, to quantify the overall effectiveness of the proposed improvement. The existing conditions analysis, as well as the proposed conditions analysis will be presented both on hard copy maps for the final report, as well as in a GIS geodatabase.

Task 2.2.2 River Hydrology and Hydraulics

As part of this project, AMEC will work with the City along with the Kansas Department of Agriculture and FEMA, to determine whether the storm water modeling completed by Junction City can be used to leverage additional FEMA funding to restudy the Republican River and the Smoky Hill River.

Task 2.2 Deliverables:

1. PC SWMM models for the City's storm water system. Note that HEC-RAS may be used for open channels, if deemed appropriate. AMEC will complete the modeling for up to four events including the 10- and 100-yr events. All models will be completed in accordance with FEMA guidelines and specifications, and all GIS data will be in a format that is either FEMA DCS compliant, or is modified to better meet the City's needs. All modeling will be done to a level of detail sufficient to identify issues with the current system, and to model alternatives to improve the system. AMEC will deliver all models, relevant GIS data, and a hydrology, hydraulics, and alternatives analysis report to the City.
2. Upon completion of the modeling, AMEC will attend a meeting with the City to review modeling results.
3. AMEC will develop a list of potential alternatives to be considered as part of the CIP
4. Upon completion of list of alternatives/improvements, AMEC will attend a meeting with City to evaluate/prioritize improvements.
5. AMEC will model up to 4 of the highest priority alternatives to evaluate risk reduction for a given system reach or sub watershed.
6. AMEC will attend a meeting with City to present the alternatives analysis results.

Task 2.2 Assumptions:

1. For storm water modeling, it is assumed that no pipe under 24" in diameter will be included in the model.

Task 3 – Development of Recommendations of a Capital Improvement Plan (CIP)

Task 3.1 Identification and Ranking of System Needs and Improvements

AMEC will mine the existing city data of complaints, news articles, previous plans, and other city provided data sources to populate a city approved database for the CIP program. AMEC will present the proposed points system for Junction City's Program to the identified stakeholders and apply the agreed upon system. Upon assigning a cumulative point total to each need, they will be ranked and adjusted to assure conveyance improvements are performed downstream to upstream and other activities are similarly ranked to not cause detrimental impacts.

The consolidated list of needs and improvements will be categorized into one of the following five categories:

1. Standard maintenance needs within the system
2. Event or location specific maintenance needs within the system
3. System broken or deteriorated and requires replacement in kind
4. System improvements needed without watershed study
5. System Improvements with watershed study.

Category 1 -Standard Maintenance Needs within the System

This category is the routine maintenance that is required and currently being performed by staff. The response frequency is directly proportional to time availability of crews and condition of system. With an orchestrated implementation of the CIP plan, the required maintenance frequency and needs should steadily reduce as the program becomes more proactive.

Category 2 -Event or location specific maintenance needs within the system

These needs are not located at typical maintenance needed areas. AMEC recognizes the city has limited resources for maintenance activities. An essential part of the CIP program is the use of private resources for maintenance activity spikes to prevent the reduced efficiencies of the system and prevention of associated system damages that roll the activity to Category 3. Examples of this might be debris racks following a storm event, meander of a ditch/stream that are event or location driven, siltation from a construction site that significantly reduces the efficiency of the conveyance system, and any other need beyond standard "check the oil" maintenance for the City's system.

Category 3 -System broken or deteriorated and requires replacement in kind

This category work includes repair of broken system components(headwalls, inlets, damaged culverts, etc.) as well as replacement in kind. Examples of this may be broken headwall per a vehicle crash, leaking joints forming mini sinkholes in an easement between houses, and any other repair that is essentially a replacement in kind. Some improvements may be incorporated such as CMP replacement with RCP or inlet efficiency improvement but for the most part would not require survey, detailed plans or computations to address the issue.

AMEC will prepare budget level costing of these individual needs so they can be projected within the business plan.

Category 4 -System Improvements needed without Watershed Study

The needs within category 4 are improvements within the system that should not cause detrimental impacts upstream or downstream per engineering judgment and an understanding of the overall system response. Examples of this may be associated with KDOT bridge replacement projects, improvements of the system to accommodate development systems, and other projects that are strategically integrated into the system. AMEC will coordinate with KDOT on their long range plans to assure integration into this category.

Category 5 -System Improvements needed with Watershed Study

Category 5 includes the typical improvements that are associated with most CIP programs. These improvements are proposed based on existing and future conditions of a watershed study that analyzes local and regional improvements. Regional detention, stream widening, increase capacity of closed system trunk line, and other system wide improvements are typical candidates for this category.

The result of Task 2b is a populated database of known needs per each category and will serve as the initial building block of the City's CIP Program.

Task 3.2 Provide future needs represented in 3a into the City's mapping system

AMEC will integrate the database into the City's mapping system. Task 3.1 data will be developed to be compatible with the City's system.

Task 3.3 Consolidated Capital Improvement 5-, 10- and 15-year Plan

AMEC will develop a dynamic CIP that integrates into the overall Stormwater Business Plan. This plan will include both structural and non-structural solutions and associated projected costs. The solutions address water quantity and quality and maximize partnering opportunities with others. Partners may include USACE, FEMA, KDOT, EPA, or other entities that have specific interest in the streams of Junction City. The development of a multi-year business plan with a defined CIP Program in conjunction with a dedicated funding source for implementation will provide the City premiere opportunities to leverage additional support for many of the proposed studies and improvements.

AMEC will provide a cost analysis spreadsheet tabbed across multiple years to allow easy dynamics of "what ifs" during implementation. The proposed road map needs flexibility and easy assessment of associated consequences good and bad that may occur if the sequence and timing are altered due to budget constraints or partnering opportunities. AMEC has developed multi-year municipal and statewide plans that achieve the dynamics needed for this plan.

AMEC will provide an integrated mapping component that displays type and sequencing of improvements. These maps can be easily modified to provide results per political district, association with repetitive loss structures, buildings within the existing floodplain, location with respect to future growth and any others supported by existing base data sets.

Task 3 Deliverables:

1. A needs ranking matrix will be developed and AMEC will attend a meeting with City to review, and then finalize.
2. AMEC will develop the needs assessment into GIS database, that will integrate into the City's overall database.

3. A CIP will be developed. AMEC will attend a meeting with City to review, and then finalize.

Task 4 – Propose an Operations and Maintenance (O&M) Program Related to Drainage System Management

Task 4.1 Assess adequacy of staffing and equipment

AMEC will assess staffing and equipment and define efficiencies or lack thereof in a matrix. The matrix will be compared to similar sized cities to assess the adequacy of staff numbers and qualifications. Annual equipment maintenance costs and replacement will be projected for inclusion in the multi-year business plan.

AMEC will perform an analysis of adding additional staff and equipment versus using private services for peak needs. The inclusion of this option within the plan provides the City maximum implementation flexibility.

Task 4.2 Prepare a Cleaning and Maintenance Schedule

AMEC will document the existing cleaning and maintenance schedule within a timeline database georeferenced to the City's mapping system. Proposed efficiency improvements will be proposed and discussed with staff. AMEC recommends the development of a "Rain Route (RR)" for the system. The RR identifies known problem areas that need to be visited and cleaned prior to an event to minimize the calls during an event. Implementation of this in other municipalities has significantly reduced the need for "2AM" alarm calls.

A cross walk comparison of quantity and MS4 quality needs will be performed to assure compliance as well as meet reporting needs. Planning, implementation and reporting are needed for MS4 compliance and to maximize the City's negotiating capabilities during the permit renewal process. Proper documentation as a result of a strong O&MP are essential to modifying a permit to eliminate pieces that are not working and replacing with workable solutions.

The schedule will include the routine windshield inspections as well as detailed conveyance walks. AMEC proposes the use of mobile phone applications to easily document the needed service areas as well as completed work orders. This helps management prioritize and systematically respond as well as easily accessible records of other frequency of visiting a particular location. This is a valuable tool to formulating support for improvements to eliminate the problem and if desired, provides access to the elected officials about activity within their district.

Task 4.3 Inventory problem areas and identify approach to solve problems

The issues and problem areas identified and documented into the database within Task 3a will be included in the proposed systematic approach for maintenance. The mobile application in Task 4b will provide updated data to be integrated into the daily/weekly work plans for maintenance. The proposed problem areas and associated needs is a dynamic issue and require "mobile" responses.

Task 4.4 Project Adequate Staffing, Equipment and O&M Budget for 5-, 10- and 15-year plan

AMEC will incorporate the results of Task 4a through 4c as well as any relevant data in other Task into a comprehensive O&M Budget. The budget will have line item costs and multi-year tabs. The deliverable will be easy to modify as the City moves forward implementing the program.

Task 4 Deliverables:

AMEC will develop an O&M program to integrate into the management plan and the business plan. Two meetings will occur as part of this task.

Task 5 – Review the City’s Storm Drainage Fee and Local Regulations/Ordinances

Task 5.1 Storm Water Fee

The current storm water fee provides a series of flat rates for four categories of development with differing fees for wide ranges of non-residential property. With anticipated changes in the storm water program which will grow out of the master planning and NPDES processes the revenue requirement for storm water will probably change. This subtask will consist of the following steps:

- Review the current rate structure, its basis, and the database that serves it.
- Review the future cost projections coming out of the master planning and NPDES process and project potential impacts to the current storm water charge rates given the current rate structure.
- Investigate the rational nexus between the future program and the current rate payers and develop a proposed rate structure that may better reflect cost causation among property types.
- Based on city input develop a Rate Structure analysis that develops and recommends a modified rate structure and projects both rates and revenue. This will be done through a half-day facilitated meeting.

Task 5.2 Data Gathering

A portion of the data used for this task will come via AMEC’s execution of Task 1. AMEC’s examination and staff interviews will include reviews of the City’s drainage fee structure and methodology, the existing land development process, City Storm Water Management and Floodplain Regulations beyond assessing NPDES permit compliance activities (for Task 1), special focus will be paid to the City’s internal policies, processes and procedures for storm water management: floodplain regulation; drainage regulation; illicit discharge detection, response and elimination; land development plan reviews, site inspections and enforcement; land development-related fees (if any); enforcement processes and issues; conflicts or complements between regional land use planning and site planning processes; conflicts between storm water code and other land planning, construction or related city codes; and the city’s internal policies and processes for drainage fee implementation and enforcement. As indicated by the City’s RFP, AMEC will also review the City’s Storm Water Management and Floodplain Regulations, the Comprehensive Plan, State of Kansas Floodplain studies, Storm Water Master Plan and Storm Water Management Plan with an eye toward alignment in a comprehensive, effective program.

Task 5.3 Draft Recommendation Development and Presentation

AMEC will develop a “Storm Water Management Alignment Report” which will contain the following recommendations:

- Review and evaluation of the City Storm Water Management ordinance for effectiveness, practical implementation and enforcement with recommendations on the overall system and methodology currently being used.

- Recommendations on storm water management and floodplain management ordinances
- Recommendations for ordinance language for incorporating Phase II MS4 storm water regulations into site review and subdivision regulations

AMEC will research other related plans and projects, specifically the City Comprehensive Plan and the State of Kansas Floodplain studies, and make sure that recommendations align well with these on-going projects. Once a working draft is completed, we will schedule a meeting with City staff to present the draft recommendations and get feedback from the City.

Once AMEC incorporates the City's comments and feedback into the report, AMEC will finalize this report and if desired, make a presentation to the City Council.

Task 5 Deliverables:

1. A final rate structure report and presentation will be developed along with a 'FAQ' suitable for the general public.
2. A final Storm Water Management Alignment Report

Task 5 Assumptions:

1. Task assumes sufficient data is available on impervious areas to make these estimates. If it is not available AMEC can alternately digitize the impervious area on non-residential properties sufficient for such a projection. It is not included at this preliminary stage to thoroughly match each and every parcel and charges except as can be done through automated processes. Such matching will be necessary should the new rate be adopted. AMEC can provide this as a supplemental service if desired by the City, which would be negotiated for an additional fee.
2. Assumes a maximum of three meetings including the half day workshop. First meeting will be attended by Project Manager, Regulatory/Ordinance Review Task Manager, and Utility Fee Review Task Manager. Workshop will be attended by PM and Utility Review Task Manager. Draft delivery meeting will be attended by PM, Regulatory/Ordinance Review Task Manager, and Utility Fee Review Task Manager. Technical Directory may substitute for one of these task managers if appropriate.

Task 6 – Summarization and Final Report

AMEC will consolidate the reports and recommendations associated with Tasks 1 through 5 as part of the overall Storm Water Management Master Plan. These reports will include recommendations for capital improvements, best management practices, regulatory amendments, and overall funding structure provisions. In addition, AMEC will compile this information into a Storm Water Business Plan for the City. AMEC will complete the following tasks associated with Task 6:

Task 6 Deliverables:

1. An executive summary of the other tasks contained in the project approach will be provided to the City.
2. Interim status reports detailing work performed during and at the end of each task will be provided. AMEC proposes to hold bi-weekly meetings to discuss the project and provide status reports. Every other meeting is proposed to be a face-to-face meeting, and the alternate meetings are proposed to be teleconferences.

Monthly reports will also be generated, and provided to the City one week in advance of face to face meetings.

3. Each section (task) of the Master Plan will include a summary of findings, documentation, recommendations and conclusions. In addition, detailed descriptions of all modeling and data review will be provided, as well as any supporting maps, models, GIS data or additional information generated for the project.
4. A Storm Water Management Business Plan will be developed as part of the project. The business plan will document projected revenues and expenditures for the next 5-, 10-, 15- and 20-years, based upon the results from tasks 1-5. This business plan will provide a Storm Water Road Map for Junction City for the future.
5. A draft of the final report and the Business plan will be provided to the City for review and comment. AMEC will incorporate the City's comments into the final documents.
6. Six hard bound copies and a digital copy of the final report and the Business Plan will be provided to the City.

Attachment 2 - PROJECT SCHEDULE

2013

- Task 1 - Regulatory Review
- Task 2 - Inventory and Modeling
- Task 3 - CIP Development
- Task 4 - Operation & Maintenance Program
- Task 5 - Stormwater Fee / Ordinance
- Task 6 - Final Report / Business Plan

| | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|--|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| Task 1 - Regulatory Review | | | | | | | | | | |
| Task 2 - Inventory and Modeling | | | | | | | | | | |
| Task 3 - CIP Development | | | | | | | | | | |
| Task 4 - Operation & Maintenance Program | | | | | | | | | | |
| Task 5 - Stormwater Fee / Ordinance | | | | | | | | | | |
| Task 6 - Final Report / Business Plan | | | | | | | | | | |

Schedule assumes a NTP on the Project is received by March 20, 2013

* Draft Report Submittal

ATTACHMENT 3 - SERVICE AUTHORIZATION

City of Junction City, Kansas Storm Water Management Master Plan

DATE: _____

CONSULTANT: **AMEC Environmental & Infrastructure, Inc.**

CITY PROJECT: **STORM WATER MANAGEMENT MASTER PLAN**

I. Scope of Services to be performed by CONSULTANT:

Scope of Work described in Attachment 1 to Agreement.

Check Applicable Task to which this Service Authorization applies:

____ Task 1 ____ Task 2 ____ Task 3
____ Task 4 ____ Task 5 ____ Task 6

II. Time of Performance described in Attachment 2 to Agreement

III. Compensation Not to Exceed:

| | |
|--------------|------------------|
| Task 1 | \$ 10,900 |
| Task 2 | \$ 98,500 |
| Task 3 | \$ 16,400 |
| Task 4 | \$ 9,500 |
| Task 5 | \$ 37,500 |
| Task 6 | \$ 19,200 |
| TOTAL | \$192,000 |

CONSULTANT

AMEC Environment & Infrastructure, Inc.

By: _____

Typed Name: _____

Typed Title: _____

Dated: _____

APPROVED BY CITY OF JUNCTION CITY, KANSAS

City Manager

Dated: _____

ATTACHMENT 4 – CONSULTANT FEE SCHEDULE



AMEC EARTH & ENVIRONMENTAL 2012 RATE SCHEDULE

The hourly labor rates set forth below are valid from January 1, 2012 and are subject to annual revision thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

| <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> | <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> |
|-----------------------|------------------|-----------------------|------------------|
| Professional Levels 1 | \$55.00 | Professional Level 14 | \$120.00 |
| Professional Levels 2 | \$60.00 | Professional Level 15 | \$130.00 |
| Professional Levels 3 | \$65.00 | Professional Level 16 | \$140.00 |
| Professional Level 4 | \$70.00 | Professional Level 17 | \$145.00 |
| Professional Level 5 | \$75.00 | Professional Level 18 | \$155.00 |
| Professional Level 6 | \$80.00 | Professional Level 19 | \$165.00 |
| Professional Level 7 | \$85.00 | Professional Level 20 | \$170.00 |
| Professional Level 8 | \$90.00 | Professional Level 21 | \$180.00 |
| Professional Level 9 | \$95.00 | Professional Level 22 | \$190.00 |
| Professional Level 10 | \$100.00 | Professional Level 23 | \$200.00 |
| Professional Level 11 | \$105.00 | Professional Level 24 | \$210.00 |
| Professional Level 12 | \$110.00 | Professional Level 25 | \$220.00 |
| Professional Level 13 | \$115.00 | Professional Level 26 | \$240.00 |

TECHNICIAN SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

| <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> | <u>OVERTIME</u> | <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> | <u>OVERTIME</u> |
|-----------------------|------------------|-----------------|-----------------------|------------------|-----------------|
| Technician Level 1 | \$30.00 | \$40.50 | Technician Level 10 | \$55.00 | \$82.50 |
| Technician Level 2 | \$32.50 | \$45.00 | Technician Level 11 | \$60.00 | \$90.00 |
| Technician Level 3 | \$35.00 | \$48.75 | Technician Level 12 | \$65.00 | \$97.50 |
| Technician Level 4 | \$37.50 | \$52.50 | Technician Level 13 | \$70.00 | \$105.00 |
| Technician Level 5 | \$40.00 | \$56.25 | Technician Level 14 | \$75.00 | \$112.50 |
| Technician Level 6 | \$42.50 | \$60.00 | Technician Level 15 | \$80.00 | \$120.00 |
| Technician Level 7 | \$45.00 | \$63.75 | Technician Level 16 | \$85.00 | \$127.50 |
| Technician Level 8 | \$47.50 | \$67.50 | Technician Level 17 | \$90.00 | \$135.00 |
| Technician Level 9 | \$50.00 | \$71.25 | Technician Level 18 | \$95.00 | \$142.50 |

ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

| <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> | <u>OVERTIME</u> | <u>CLASSIFICATION</u> | <u>RATE/HOUR</u> | <u>OVERTIME</u> |
|------------------------|------------------|-----------------|-------------------------|------------------|-----------------|
| Administrative Level 1 | \$35.00 | \$52.50 | Administrative Level 6 | \$60.00 | \$90.00 |
| Administrative Level 2 | \$40.00 | \$60.00 | Administrative Level 7 | \$65.00 | \$97.50 |
| Administrative Level 3 | \$45.00 | \$67.50 | Administrative Level 8 | \$70.00 | \$105.00 |
| Administrative Level 4 | \$50.00 | \$75.00 | Administrative Level 9 | \$75.00 | \$112.50 |
| Administrative Level 5 | \$55.00 | \$82.50 | Administrative Level 10 | \$80.00 | \$120.00 |

MISCELLANEOUS EXPENSES – 6% of Labor Charges

CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

| | |
|--|---------------|
| Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses | Cost plus 15% |
| Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates | Cost plus 15% |
| Direct Expenses: Other expenses in support of project activities | Cost Plus 15% |

ATTACHMENT 5 – "NOT TO EXCEED" FEES AND EXPENSES FOR EACH TASK

Request for Proposals City of Junction City, Kansas Storm Water Management Master Plan February 13, 2013

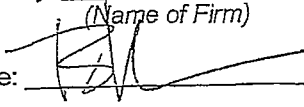
PRICE PROPOSAL FORM (To be placed in a separate sealed envelope)

SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the FIRM with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

Project involving improvements to the CITY OF JUNCTION CITY's "Storm Water Management Master Plan", in accordance with the Scope of Services, the following:

| Item No. | Item Description and Total Unit Price in Words Price | Price |
|---|--|--------------|
| 1 | (Item described as Task 1 as part of the Scope of Services) at Ten Thousand, Nine Hundred Dollars per task | \$ 10,900.00 |
| 2 | (Item described as Task 2 as part of the Scope of Services) at Ninety Eight Thousand, Five Hundred Dollars per task | \$ 98,500.00 |
| 3 | (Item described as Task 3 as part of the Scope of Services) at Sixteen Thousand, Four Hundred Dollars per task | \$ 16,400.00 |
| 4 | (Item described as Task 4 as part of the Scope of Services) at Nine Thousand, Five Hundred Dollars per task | \$ 9,500.00 |
| 5 | (Item described as Task 5 as part of the Scope of Services) at Thirty Seven Thousand, Five Hundred Dollars per task | \$ 37,500.00 |
| 6 | (Item described as Task 6 as part of the Scope of Services) at Nineteen Thousand, Two Hundred Dollars per task | \$ 19,200.00 |
| Total of all Items described as Tasks 1 through 6 as part of the Scope of Services) at One Hundred Ninety Two Thousand Dollars | | \$192,000.00 |

Submitted by: AMEC Environment & Infrastructure, Inc.
(Name of Firm)

Signature: 

Print Name: Bradley D. Johnson

Title: Office Manager

Date: February 13, 2013

Backup material for agenda item:

- e. Consideration and Award of Bid for General Engineering Services Contract.

City of Junction City City Commission Agenda Memo

March 19, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: **Award of General Consulting Services Contract**

Objective: Award of a General Consulting Services Contract for the City of Junction City for a period of three years with HDR Engineering, Inc.

Explanation of Issue: The City has identified various public water, wastewater, streets and storm system operations & maintenance improvements projects, in which professional engineering services are needed for preliminary & final designs, and construction inspections. Also, staff has determined the need for various plan reviews, engineering evaluations and inspection services for private developments, in which public improvements are being constructed in order to ensure the "City's Interest" are retained as these projects proceed through the review and construction inspection processes.

Many of the public improvement projects have been delayed, as a result of insufficient available funding and the City's prior financial conditions. Over the last several years, funds have been allocated through the General (Streets), Storm Water, and Water & Wastewater Funds for many of these projects to proceed, as these have been further identified, prioritized and evaluated by City staff. Some of these projects have been deemed critical towards the City operations (water treatment plant emergency power back-up & lime handling operations, various pumps & motors, wastewater treatment clarifier headworks & sludge handling equipment, etc.) and are in need of specialized engineering design and construction inspection.

A summary of the major projects overall the next three years is provided. This is consistent with the 2013 project summary provided to the City Commission during the budget process, and would be the intent of staff to continue in providing the planned projects to the City Commission in this manner through the budget process.

Also, given the current workload of City staff and the expertise needed in moving these various projects forward, as well as, the need for plan reviews/ field inspections on private developments, staff has made the determination to proceed with a overall *General Engineering Services Contract* with a firm whom would be looked upon to provide design & construction services on behalf of the City for public work and review & inspection services for private work, as needed.

In order to ensure quality services would be provided, staff proceeded in using a Qualification Base Selection (QBS) process, with a Request for Qualifications (RFQ), and interviews of the short-listed firms, in retaining the final engineering firm.

Areas which lead City staff to proceed in this process are as follows:

- Ensure quality expertise, proven technologies & methods and efficient designs are being provided for each project
- Minimize City staff time/ City expenses on additional RFP/ RPQs and overall management and coordination for each project design/ inspection are undertaken
- Provide consistency within the services being provided for the various projects
- Provide quality control through annually outlining projects through the budget process, each fiscal year before the City Commission.
- Provide a “main point of contact” on all engineering designs/ plan reviews/ and inspection services for the various projects are retained for both public and private work
- Provide “upfront” services in ensuing the “City’s interests” are being retained and provided through designs/ reviews/ inspection services for both public and private work

Over the years the City has used various engineering firms for designs, reviews and inspections. Staff is looking to minimize City costs, avoid conflicts of interests on designs, plan reviews and inspections, as well as, supplement City staff as needed, and yet work towards various operations & maintenance improvements being completed and ensuring private developments are constructed as designed.

A Selection Committee, made up of various department heads, was used in reviewing the qualifications, through a QBS/ RFQ, of the various engineering firms. The attached summary outlines the rating of the various firm(s) by the committee members. The attached RFQ, selection criteria, addendum, and interview questions were used within the process.

It was the intent of staff to retain the “Most Qualified” firm, and enter into a three contract for General Engineering Services for the operations & maintenance improvements projects, as well as engineering services on private development plan reviews and inspections. Many of the improvement projects over the next three years will be undertaken at the three treatment plants, with some involving multi-year contracts in order to complete.

HDR Engineering, Inc. (of Lee Summit, MO, with offices in Kansas) was determined to be the most qualified firm after the review process. Also, as part of their proposal HDR has indicated they plan to use KAW Valley Engineering, a local firm, for general engineering services on surveying, data collection, inspections, etc. on various public projects. The attached ranking summary is provided for reference on the overall review and ranking of firm(s) by the selection committee, within the QBS/ RFQ process.

Given the above a three year Standard General Engineering Services Contract has been developed and is being recommended with HDR Engineering, Inc. by City staff. This contract was reviewed as to form by the City Attorney, Fisher, Patterson Salyer & Smith, and is attached.

It is the intent of City staff that after three years the City would again proceed with a similar process, for future general engineering services for operation & maintenance improvements, designs/ plan reviews and inspections services for the City.

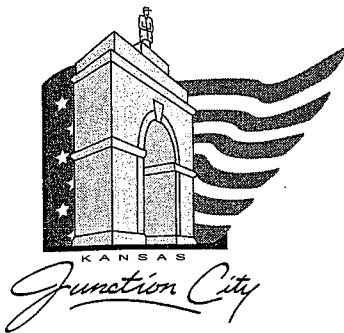
Budget Impact: Funding for this contract would be obtained through the budgeted funds within the street, storm, water & wastewater funds and fees paid by private developers for plan reviews & inspection services

Alternatives: The City Commission may approve, modify, table or deny the General Engineering Services Contract with HDR Engineering, Inc.

Recommendation: Staff recommends approval of the award of a three (3) General Engineering Services Contract to HDR Engineering, Inc. as presented

Suggested Motion: Commissioner _____ moves to approve the award of a three-year General Consulting Services Contract to HDR Engineering, Inc., as presented. Commissioner _____ seconded the motion.

Enclosures: General Engineering Services Request for Qualifications
Major Project Summary
Selection Committee Ranking Summary
Agreement for General Consulting Services
- General Engineering Services – HDR Engineering, Inc.



REQUEST FOR QUALIFICATIONS

GENERAL ENGINEERING SERVICES

Bid Deadline: February 13, 2013 – 10:00 a.m.

INTRODUCTION

The City of Junction City, a growing and thriving community of approximately 24,000, is conducting a qualifications based selection process for General Engineering Services. The City is seeking a consulting firm with expertise in the following engineering fields: Civil, Structural, Sanitary & Water Systems, Master Planning, Electrical, and Mechanical. Specifically, the City is seeking a consulting firm for the design of City infrastructure, the review of development plans, and the implementation of many facets of water, wastewater, street, and storm water projects.

A screening committee will select at least three consulting firms who will be requested to present detailed proposals. These proposals will be reviewed, formal interviews conducted, and a final selection made. Negotiations will begin with the top ranked consulting firm concerning fees, charges, and other items necessary to complete a formal agreement. The final contract will be submitted to the City Attorney for review and then submitted to the City Commission for approval.

INSTRUCTIONS TO RESPONDENTS

1. Statements of Interest (SOI) will be received at City of Junction City, City Hall, 700 N. Jefferson Street, Junction City, KS 66441 until 10:00 a.m. on February 13, 2013. All resumes, forms, and accompanying papers shall be placed in a sealed envelope addressed to the attention of Tyler Ficken, City Clerk. Proposals shall include all charges for delivery to 700 N. Jefferson Street, Junction City, KS 66441.
2. Statements must include a completed Qualification Data Form (QDF) and resume. The resume should include; consulting firm name, address, telephone numbers; year established and former firm names; types of services for which it is qualified; names of principals and States in which they are registered; names of key personnel, with years of experience per field and length of time in the organization; number of staff available for assignment; and the list of completed projects on which the firm was principal engineer. These documents will be the primary resources during the initial screening process.
3. Provide other supplementary materials as deemed necessary to assist the review process.
4. Provide bound five (5) copies of all materials being submitted.
5. No person is authorized to make any clarifications, interpretations, or modifications or give any instructions to respondents during the prescreening process.
6. The right is reserved to accept or reject any or all proposals or to award the contract to the next most qualified consulting firm if the successful

consulting firm does not execute the contract within thirty (30) days after the award of the proposal.

7. The right is further reserved to conduct additional engineering selection processes for large projects and other specialty projects as deemed necessary to ensure the City's best interests are met.

SELECTION CRITERIA

Criteria for the initial screening will include:

- Professional registration by the State of Kansas;
- Duly authorized to conduct business in the State of Kansas;
- Educational background of key consultant personnel;
- Experience record of the consultant team;
- Record of success by the consultant, demonstrated by work previously performed for the City or similar work performed for others;
- Individual within the organization who will have direct charge of the work;
- Whether the consultant has adequate staff or other resources such as sub-consultants to perform the work within the time allowance;
- Pertinent new ideas/ methods which may be presented by the consultant during the course of the selection process;
- Where appropriate, whether the consultant has adequate knowledge of local conditions;
- Demonstrated continuing interest by the consultant in the success, efficiency, and workability of facilities the consultant has designed, both during construction and after they are placed in operation;
- The consultant's record of keeping construction costs within project budgets and design estimates;
- Demonstrated performance in customer service and client satisfaction;
- Whether the consultant has demonstrated timely and effective problem resolution skills;

SCOPE OF SERVICES

The City foresees the need for engineering services for the following projects: (This list is not all inclusive but reflects past needs of the City of Junction City.)

- Master planning for water, wastewater, storm water and streets
- Capital Improvement Projects at the City's water and wastewater treatment plants
- Primary consultant on annual street improvement/maintenance program including State and Federal transportation projects
- Development and amendments of City Engineering Design Standards, plan review during preliminary and final plat processes
- Advocate for City in establishing minimum construction standards, impact fees, and other issues as deemed appropriate
- Miscellaneous project review as submitted by individual developers

The General Project Summary is a listing of anticipated work for the next 5 years)

Selection Evaluation

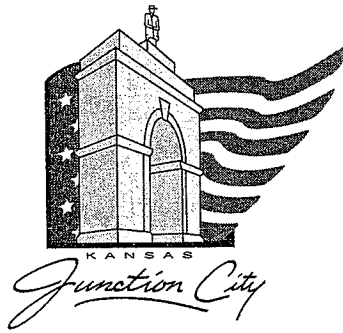
The evaluation of selecting firms on qualifications phase of the selection process, whereby proposals and interviews will be addressed, will be based on the screening committee's evaluation of each firm, on the following areas as outlined within the Selection Criteria and summarized below:

| | |
|---|-------------|
| Capability to perform all aspects of the Scope of Work | 30 % |
| Areas of expertise, staffing, knowledge of the area, efficiency, and workability of facilities the consultant has designed, both during construction and after they are placed in operation. | |
| Key Consultant Personnel | 20 % |
| Educational & experience backgrounds of "Key Staff", Individual whom would be "Main Point of Contact" who will have direct charge of the work; and experience record of the consultant team members | |
| Consultant Firm (and/ or Supplemental Firms) | 25 % |
| Adequate staff or/ other resources such as sub-consultants to perform the work outlined Professional registrations of staff within the State of Kansas; Duly authorized to conduct business in the State of Kansas Understanding of State, Federal infrastructure programs | |
| Quality of Projects/ Similar Type Projects | 25 % |
| Areas of expertise Demonstrated performance in customer service and client satisfaction. Levels of expertise Pertinent new ideas/ methods Understanding of State, Federal infrastructure programs | |

City of Junction City
General Project Summary

| | | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|--|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | Water System Improvements | | | | | | |
| | Water Treatment Plant | \$1,620,000 | \$760,000 | \$640,000 | \$80,000 | \$230,000 | \$200,000 |
| | Well System Improvements | \$230,000 | \$520,000 | \$120,000 | \$218,000 | \$220,000 | \$220,000 |
| | Water Storage System Improvements | \$200,000 | \$100,000 | \$400,000 | \$100,000 | | \$200,000 |
| | Water Distribution Improvements | \$200,000 | \$100,000 | \$300,000 | \$1,000,000 | \$1,000,000 | \$800,000 |
| | SUB-TOTALS | \$2,250,000 | \$1,480,000 | \$1,460,000 | \$1,398,000 | \$1,450,000 | \$1,420,000 |
| | | | | | | | |
| | Waste Water System | | | | | | |
| | E WWTP | | | | | | |
| | Waterwater Treatment Plant | | | | | | |
| | SUB-TOTALS | \$395,000 | \$650,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |
| | | | | | | | |
| | SW WWTP | | | | | | |
| | Wastewater Treatment Plant | | | | | | |
| | SUB-TOTALS | \$250,000 | \$150,000 | \$80,000 | \$40,000 | \$50,000 | \$90,000 |
| | | | | | | | |
| | Sanitary Collection Improvements | | | | | | |
| | SUB-TOTALS | | | \$600,000 | \$600,000 | \$600,000 | \$600,000 |
| | WATER & WASTE WATER TOTALS | \$2,895,000 | \$2,280,000 | \$1,640,000 | \$1,538,000 | \$1,600,000 | \$1,610,000 |
| | | | | | | | |
| | STREET SYSTEM | | | | | | |
| | SUB-TOTALS | \$500,000 | \$750,000 | \$750,000 | \$750,000 | \$750,000 | \$750,000 |
| | | | | | | | |
| | STORMWATER SYSTEM | | | | | | |
| | SUB-TOTALS | \$60,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 | \$500,000 |
| | | | | | | | |
| | (Design, Construction, Permits, Inspections) | | | | | | |
| | ESTIMATED PROJECT TOTALS | \$3,455,000 | \$3,530,000 | \$2,890,000 | \$2,788,000 | \$2,850,000 | \$2,860,000 |

Administration



700 N. Jefferson
PO Box 287
Junction City, KS 66441
785-238-3103
www.junctioncity-ks.gov

February 21, 2013

RE: General Engineering Services – RFQ Addendum No. 1

Dear Sir or Madam,

The City of Junction is City Selection Committee is in the process of completing the review and evaluations of the General Engineering Services. In order to further assist in this review the following is be requested of each firm(s) whom have submitted proposals:

The Engineering Firm(s) retained to serve as the "General Engineering Services Consultant" for the City will be expected to potentially serve in that capacity to the fullest extent, including evaluating proposed plats, site plan, utilities, etc. submissions, for new industrial, commercial, residential construction projects, and other engineering documents submitted on behalf of private developers, contractors, builders and other private interests for the City review and approval.

As such, the "General Engineering Services Consultant" shall not be permitted in providing the above services (private consultant) for projects within the City Corporate Limits, while servicing as the City's General Engineering Services Consultant

Should a contract be awarded to your firm(s) are you prepared to execute a contract with the City of Junction City that affirms you will not expose your Firm or the City of Junction City to this situation, which could be considered as a direct or implied conflict of interest?

_____ Yes

No _____

Acknowledged receipt of Addendum: _____

Signature

Print/ Firm

Return via email to greg.mccaffery@junctioncity.com (by noon, Friday, February 22, 2013)

Gregory S. McCaffery, P.E.
Municipal Services Director
City of Junction City
700 N. Jefferson
Junction City, KS 66441
greg.mccaffery@jcks.com

City of Junction City
General Engineering Services
SELECTION COMMITTEE
INTERVIEW QUESTIONS

1. Our City has undergone major financial setbacks over the last several years, and the "Public Trust" has been in the forefront of the mind's of our elected officials and the City's staff in general, on various projects? What does your firm bring to the table which will make you stand out from all other firms in dealing with this issue?
2. The City has Master Plans for both water and wastewater. What experience does your firm have in development of such plans and/or amendments of such plans? What experience does your firm have in the development and implementation of a City Capital Improvement Plan (CIP) including ways to finance such a plan?
3. Our continued growth will have an effect both positive and negative on the City of Junction City. What experience do you have in working on and planning for the growth of a city?
4. What experience does your firm have in assisting with, obtaining and administering grant dollars such as state revolving funds, transportation enhancement funds, KLINK funds, and/or other infrastructure funding programs?

What level of success does your firm have with grant applications on behalf of cities?

Provide a summary of what grants your firm has been involved in.

5. Junction City considers itself a proactive community regarding new technologies.

What is your firm's approach to new technologies and name a few in which you have successfully implemented within various infrastructure (water, sewer, streets) improvements?

6. Accurate cost projections are often critical in deciding to proceed with a project or even budget for a project in Junction City. How does your firm determine project costs and how accurate have they been?
7. What experience does your firm have in working within an environment where the water/wastewater plant operations are handled by a private contractor? What methods would one use/recommend in controlling costs and ensuring operations are being handled in the City's best interest?
8. Junction City has had a history of foregoing quality control to keep project costs to a minimum. Unfortunately, several projects have been detrimentally affected as a result. How does your firm propose to provide quality control without breaking the project budgets?
9. Describe your firm's experiences with innovative bio-solids and nutrient reduction programs.

10. Describe your firm's experiences in the power distribution, SCADA and motor control systems of treatment facilities.
11. Describe your firm's experiences in Industrial Wastewater Pre-Treatment.
12. Describe your firm's experience in Kansas Water Rights, well systems, and drought response plans and programs.
13. What makes your firm stand over and above the rest in this selection process? In other words why should we select your firm as our primary consultant?
14. I assume that each engineering firm has a standard manner of processing plans. It seems more reasonable to me to try to find a good fit between the City and the engineering firm rather than expect your firm to remember that Junction City items are treated differently.

Please describe your standard procedure from the point that a City receives a site plan/subdivision submission from a developer to the point that the City reports a formal response to the applicant, Planning Commission and City Commission.

15. What have you done or can you do to streamline the plan review process and yet still ensure the City maintains a high level of quality and control?
16. What is your position on Master Plan improvements which would be needed as part of a site plan or subdivision improvement project?
17. What is your approach to plan review fees?
18. What accounting procedures do you have in place to assist in passing on plan review costs to the applicant?
19. How do you respond to resistance from developers over the amount of review time or cost attributed to their submission?
20. The City undertakes a number of projects that seem small and rather straight forward, but can result in disagreements over construction quality, standards, etc. once the work is completed and we are past the point of no return. As the City's consulting engineer, how would you propose we approach design, specs, & bidding for small projects such as the annual street maintenance program, parking lot paving, etc.

EXHIBIT A
City of Junction City
General Engineering Services
Project Summary

| | | 2013 | 2014 | 2015 |
|-------------------------------------|---|--------------------|--------------------|--------------------|
| MAJOR PROJECTS | | | | |
| | Water System Improvements | | | |
| | Water Treatment Plant | \$1,620,000 | \$760,000 | \$640,000 |
| | Well System Improvements | \$230,000 | \$520,000 | \$120,000 |
| | Water Storage System Improvements | \$200,000 | \$100,000 | \$400,000 |
| | Water Distribution Improvements | \$200,000 | \$100,000 | \$300,000 |
| | SUB-TOTALS | \$2,250,000 | \$1,480,000 | \$1,460,000 |
| | | | | |
| | Waste Water System | | | |
| | E WWTP | | | |
| | Waterwater Treatment Plant | | | |
| | SUB-TOTALS | \$395,000 | \$650,000 | \$100,000 |
| | | | | |
| | SW WWTP | | | |
| | Wastewater Treatment Plant | | | |
| | SUB-TOTALS | \$250,000 | \$150,000 | \$80,000 |
| | | | | |
| | Sanitary Collection Improvements | | | |
| | SUB-TOTALS | | | \$600,000 |
| | WATER & WASTE WATER TOTALS | \$2,895,000 | \$2,280,000 | \$1,640,000 |
| | | | | |
| | | | | |
| | STREET SYSTEM | | | |
| | SUB-TOTALS | \$500,000 | \$750,000 | \$750,000 |
| | | | | |
| | | | | |
| | STORMWATER SYSTEM | | | |
| | SUB-TOTALS | \$60,000 | \$500,000 | \$500,000 |
| | | | | |
| | (Design, Construction, Permits, Inspections) | | | |
| | ESTIMATED PROJECT TOTALS | \$3,455,000 | \$3,530,000 | \$2,890,000 |
| | | | | |
| | | | | |
| | | | | |
| GENERAL ENGINEERING SERVICES | | | | |
| | | | | |
| | PLAN REVIEWS, CONSTRUCTION | Various | Various | Various |
| | OBSERVATION, ETC. | | | |

| Engineering Firm | Direct Solicit | Capability on Scope of Work (Pts 30 Max.) | | | | | Key Consultant Personnel (Pts 20 Max.) | | | | | Consultant Firm Supplemental Firms) (Pts 25 Max.) | | | | | Quality of Projects/ Similar Projects (Pts 25 Max.) | | | | | Total Rank Pts. 1 | Total Rank Pts. 2 | Total Rank Pts. 3 | Total Rank Pts. 4 | Total Rank Pts. 5 | Total Pts. (Avg.) | Overall Rank | | | | | | | | | |
|-----------------------|----------------|---|------|------|------|------|--|------|------|------|------|---|------|------|------|------|---|------|------|------|------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|---|------|---|------|---|------|---|------|---|
| | | SC No. | | | | | SC No. | | | | | SC No. | | | | | SC No. | | | | | | | | | | | | | | | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 | Avg. | 1 | 2 | 3 | 4 | 5 | Avg. | 1 | 2 | 3 | 4 | 5 | Avg. | 1 | 2 | | | | | | | | 3 | 4 | 5 | Avg. | | | | | |
| Benesch | Yes | 18 | 18 | 22 | 27 | 22 | 21.4 | 15 | 15 | 15 | 19 | 15 | 15.8 | 20 | 15 | 20 | 24 | 18 | 19.4 | 15 | 20 | 18 | 24 | 18 | 19.0 | 68.0 | 6 | 68.0 | 4 | 75.0 | 7 | 94.0 | 5 | 73.0 | 2 | 75.6 | 5 |
| BG Consultants | Yes | 25 | 20 | 24 | 29 | 20 | 23.6 | 17 | 15 | 16 | 19 | 12 | 15.8 | 20 | 17 | 22 | 25 | 10 | 18.8 | 22 | 15 | 19 | 25 | 10 | 18.2 | 84.0 | 2 | 67.0 | 5 | 81.0 | 2 | 98.0 | 2 | 52.0 | 6 | 76.4 | 4 |
| HDR Engineering, Inc. | Yes | 30 | 23 | 25 | 29 | 25 | 26.4 | 18 | 15 | 17 | 20 | 15 | 17.0 | 24 | 18 | 22 | 25 | 20 | 21.8 | 24 | 18 | 20 | 25 | 20 | 21.4 | 96.0 | 1 | 74.0 | 4 | 84.0 | 1 | 99.0 | 1 | 80.0 | 1 | 86.6 | 1 |
| K&W Valley | Yes | 20 | 22 | 23 | 29 | 10 | 20.8 | 16 | 17 | 15 | 19 | 15 | 16.4 | 20 | 20 | 23 | 25 | 19 | 21.4 | 20 | 17 | 20 | 25 | 19 | 20.2 | 76.0 | 3 | 76.0 | 2 | 81.0 | 2 | 98.0 | 2 | 63.0 | 3 | 78.8 | 2 |
| Lochner | Yes | 15 | 22 | 22 | 27 | 20 | 21.2 | 14 | 17 | 15 | 18 | 12 | 15.2 | 20 | 22 | 20 | 23 | 10 | 19.0 | 20 | 22 | 19 | 24 | 15 | 20.0 | 69.0 | 5 | 83.0 | 1 | 76.0 | 6 | 92.0 | 6 | 57.0 | 5 | 75.4 | 6 |
| Ossison Associates | Yes | 23 | 20 | 23 | 28 | 18 | 22.4 | 15 | 15 | 16 | 19 | 14 | 15.8 | 20 | 20 | 22 | 24 | 10 | 19.2 | 15 | 20 | 19 | 24 | 18 | 19.2 | 73.0 | 4 | 75.0 | 3 | 80.0 | 4 | 95.0 | 4 | 60.0 | 4 | 76.6 | 3 |
| Wilson & Company | Yes | 20 | 18 | 22 | 26 | 15 | 20.2 | 14 | 15 | 16 | 18 | 10 | 14.6 | 18 | 18 | 22 | 24 | 5 | 17.4 | 15 | 10 | 19 | 24 | 10 | 15.6 | 67.0 | 7 | 61.0 | 7 | 79.0 | 5 | 92.0 | 6 | 40.0 | 7 | 67.8 | 7 |
| Avg. Rating | | 21.6 | 20.4 | 23.0 | 27.9 | 18.6 | | 15.6 | 15.6 | 15.7 | 18.9 | 13.3 | | 20.3 | 18.6 | 21.6 | 24.3 | 13.1 | | 18.7 | 17.4 | 19.1 | 24.4 | 15.7 | | 76.1 | | 72.0 | | 79.4 | | 95.4 | | 60.7 | | 76.7 | |

Interview Process Rank/ Overall Rank

| Engineering Firm | Overall Rank Per Review Meeting |
|-----------------------|---------------------------------|
| HDR Engineering, Inc. | 1 |
| KAW Valley | 2 |
| Ossison Associates | 3 |

AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS Agreement, made and entered into this ____ day of _____, 2013, by and between the CITY of JUNCTION CITY, KANSAS, hereinafter referred to as "CITY", and HDR Engineering, Inc., 3741 NE Troon Drive Lee's Summit, MO 64064, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY has issued a Request for Qualifications for General Engineering Services described on the attached **Exhibit A**; and

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement and with SERVICE AUTHORIZATIONS to be issued at the time of or subsequent to execution of this Agreement; and

WHEREAS, this Agreement does not entitle the CONSULTANT to any fees for any particular project without first receiving a SERVICE AUTHORIZATION; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this Agreement and SERVICE AUTHORIZATIONS.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. DEFINITIONS: GENERAL CONDITIONS

- A. THE SCOPE OF WORK is to be implemented in phases as set forth by this Agreement and by SERVICE AUTHORIZATIONS, which are attached hereto and made a part hereof, and as also may be added as approved by the CITY from time to time.
- B. A SERVICE AUTHORIZATION is a form to be used to authorize work, projects, and services. The form shall be executed by the CITY'S and CONSULTANT'S representatives. A sample form of the service authorization is attached as **Exhibit B** to this Agreement. The projects, work, and services to be performed by the CONSULTANT, and time for completion of the particular phase of the work by CONSULTANT, shall be authorized by a SERVICE AUTHORIZATION. The SERVICE AUTHORIZATION shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The SERVICE AUTHORIZATION shall be signed by the CITY and the CONSULTANT'S authorized representative.

- C. PHASES: A phased approach may be utilized. The CITY and the CONSULTANT shall have the right to negotiate the terms of each phase as contained within each service authorization, and to reject any service authorization, if the parties cannot agree to the terms of the service authorization. In the event the parties cannot agree, the CITY may go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the CITY'S right to terminate the CONSULTANT'S contract during any phase of the project.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. The scope of services to be provided shall be covered in detail in SERVICE AUTHORIZATIONS.
- C. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the CONSULTANT under this Agreement. If the CITY determines there are any errors, omissions or other deficiencies in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CITY.
- D. Approval by the CITY of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The CONSULTANT designates **Donald E. Lindeman, Senior Project Manager**, as its representative to act as liaison with the CITY. The representative shall manage and coordinate CITY projects and is hereby authorized to act on behalf of the CONSULTANT to negotiate and approve SERVICE AUTHORIZATIONS and act on any other related matter with respect to performance of services for the CITY in accordance with the Agreement. Any change to name another person shall be requested in writing to the CITY, and shall be approved by the CITY.

- F. CONSULTANT shall attend all meetings, as specified or as defined in each SERVICE AUTHORIZATION of the CITY Commission where the project is discussed, unless the CITY'S representative declares such attendance and participation is not necessary. In addition, the CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

III. DUTIES OF CONSULTANT:

The following duties of CONSULTANT are separated into phases of a project, which if approved via SERVICE AUTHORIZATIONS shall be performed by the CONSULTANT. The CITY may require SERVICE AUTHORIZATIONS which contain additional requirements applicable to a project. The CITY must authorize, through service authorizations, the commencement of each phase of the work.

A. Phase 1— Study and Report Phase.

Unless otherwise provided in a SERVICE AUTHORIZATION, if the Study and Report Phase is authorized, the following requirements shall apply.

1. The CONSULTANT shall consult with the CITY to clarify and define the CITY'S requirements for the project and review available data.
2. The CONSULTANT shall advise the CITY as to the necessity of the CITY'S providing or obtaining from others, data or services.
3. The CONSULTANT shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve either the design of the project and participate in consultations with such authorities.
4. The CONSULTANT shall provide analyses of the CITY'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
5. The CONSULTANT shall provide a general economic analysis of CITY'S requirements applicable to various alternatives.
6. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to the CITY and setting forth CONSULTANT'S findings and recommendations. This report will be accompanied by CONSULTANT'S pre-design estimate of probable costs for the project, including, but not limited to the following, which will be separately itemized: construction cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for

compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. The CONSULTANT shall also provide a preliminary evaluation of the CITY'S project schedule. The CITY'S project schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.

7. The CONSULTANT shall furnish the number of copies of the study and report documents as provided in the SERVICE AUTHORIZATION and review them with the CITY.

B. Phase II — Preliminary Design Phase.

Unless otherwise provided in a SERVICE AUTHORIZATION, if the Preliminary Design Phase is authorized, the following requirements will apply:

1. The CONSULTANT, in consultation with the CITY shall determine the general scope, extent and character of the project.
2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project.
3. Advise the CITY if additional data or services are necessary and assist the CITY in obtaining such data and services.
4. Furnish the specified number of copies of the above preliminary design documents as contained within the SERVICE AUTHORIZATION and present and review them with the CITY.
5. The CONSULTANT shall submit to the CITY a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.
6. The CONSULTANT shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.
7. The CONSULTANT shall make available all design calculations and associated data, and participate in meetings in which value engineering analysis of the project takes place, at such times and places as shall be determined by the CITY.

C. Phase III. Final Design Phase.

Unless otherwise provided in a SERVICE AUTHORIZATION, if the Final Design Phase is authorized, the following requirements shall apply:

1. The CONSULTANT shall prepare construction documents which shall include but not be limited to drawings and technical specifications, general and supplementary conditions, bid forms, invitations to bid, instructions to bidders, with technical criteria, descriptions and design data necessary for permitting by governmental authorities, and shall include any further adjustments in the scope or quality of the project or in the construction budget authorized by the CITY.
2. The CONSULTANT shall, in the preparation of construction documents, technical criteria, written descriptions and design data, take into account all currently prevailing codes and regulations governing construction in the CITY, and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
3. The CONSULTANT shall prepare a detailed opinion of probable cost which shall be reviewed by the CITY prior to going out for bids.
4. The CONSULTANT shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
5. The CONSULTANT shall use bid documents provided by the CITY including bidding forms, conditions of the contract, and form of Agreement between the CITY and contractor approved by CITY.
6. The CONSULTANT shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the invitation to bid and submission of applications, therefore are the responsibility of the CONSULTANT.
7. The CONSULTANT shall provide the CITY the number of copies of contract documents as specified in the SERVICE AUTHORIZATION.

D. Phase IV — Bidding/Negotiation Phase.

Unless otherwise provided in a SERVICE AUTHORIZATION, if the bidding phase is authorized, the following requirements shall apply:

1. The CONSULTANT shall assist the CITY in obtaining the bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the CITY in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
2. The CONSULTANT shall attend the bid opening, prepare bid tabulation sheets and assist the CITY in evaluating bids or proposals and in

assembling and awarding contracts for construction, materials, equipment and services.

3. The CONSULTANT shall issue addenda as appropriate to interpret, clarify or expand the bidding documents.
4. The CONSULTANT shall consult with and advise the CITY as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.
5. Consult with the CITY concerning and determine the acceptability of substitute materials and equipment prior to the award of contracts is allowed by the bidding documents.

E. Phase V — Construction Phase.

Unless otherwise provided in a SERVICE AUTHORIZATION, if Contract Administration is authorized, the following requirements shall apply:

1. The CONSULTANT shall provide administration of the contract for construction as set forth herein and as contained within the general conditions of the contract for construction.
2. The CONSULTANT shall be a representative of and shall advise and consult with the CITY during construction and until final payment to the contractor is due. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement and as provided in the contract for construction unless otherwise modified by written instrument.
3. The CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the CITY and the CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The CONSULTANT shall be required to make on-site observations to review the work. The CONSULTANT shall keep the CITY informed of the progress and quality of the work and shall provide certification to the CITY of satisfactory completion of all phases of the work in compliance with the plans, specifications thereto.
4. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The CONSULTANT

shall make every reasonable effort to ensure that the contractor completes the work in accordance with the current approved schedule and carries out the work in accordance with the contract documents.

5. The CONSULTANT based on observations and evaluations of contractor's applications for payment shall review and certify the amounts due the contractor.
6. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S observations at the site as provided herein and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information, and belief, the quality and quantity of the work is the accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that the CONSULTANT has made observations to review the quality or quantity of the work.
7. The CONSULTANT shall recommend disapproval or rejection of contractor's work to the CITY, which does not conform to the contract documents. The CONSULTANT will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
8. The CONSULTANT shall review and approve or take other appropriate action upon contractor's submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractors.
9. The CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by the CONSULTANT, for the CITY'S approval and execution in accordance with the contract documents, and may authorized minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
10. The CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall

receive and forward to the CITY for the CITY'S review and records, written warranties and related documents required by the contract documents and assembled by the contractor and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.

11. The CONSULTANT shall interpret matters concerning performance of the CITY and contractor under the requirements of the contract documents on written request of either the CITY or contractor. The CONSULTANT'S response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
12. Interpretations of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the CONSULTANT shall endeavor to secure faithful performance by both the CITY and the contractor.
13. The CITY shall be the final arbiter on matters relating to aesthetics.
14. The CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the CITY and contractor relating to the execution of the progress of the work as provided in the contract documents.
15. The CONSULTANT'S interpretations on internal disputes are not binding on the CITY and contractor relating to the execution of the progress of the work as provided in the contract documents.
16. The CONSULTANT shall provide the number of sets of the construction documents to the contractor as specified in the SERVICE AUTHORIZATION.
17. Upon completion of construction the CONSULTANT shall provide to the CITY, three sets of record drawings, signed and sealed, plus one set of mylars incorporating as built conditions and other data furnished by contractor(s) to CONSULTANT.
18. In company with the CITY, the CONSULTANT shall visit the project to observe any apparent defects in the completed construction, assist the CITY in consultations and discussions with contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defection work.

- F. Phase VI — Resident Project Representative Services Phase
Unless otherwise provided in a SERVICE AUTHORIZATION, if the Resident Project Representative Services Phase is authorized the following requirements shall apply:

1. A Resident Project Representative shall be selected, employed, and directed by CONSULTANT, and shall be compensated as mutually agreed upon between the CITY and CONSULTANT as set forth in a SERVICE AUTHORIZATION. The duties, responsibilities and limitations of authority of such Resident Project Representative shall be as described in SERVICE AUTHORIZATION and in the contract documents where applicable.
2. The Resident Project Representative shall not:
 - a. Authorize any deviation from the contract documents or substitution of materials or equipment.
 - b. Exceed limitations of the CONSULTANT'S authority as set forth in the SERVICE AUTHORIZATION or contract documents.
 - c. Undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary and which are under control of the CITY.
- B. Other data and services to be agreed upon in subsequent SERVICE AUTHORIZATIONS.
- C. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors for CITY projects.
- D. The CITY Manager or his designee shall act as the CITY'S representative with respect to the work to be performed under this Agreement. The CITY Manager or his designee shall have the authority to the extent authorized by the CITY Charter and Code of Ordinances to exercise the rights and responsibilities of the CITY provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
- E. Pay all permit application filing fees for CITY projects.
- F. Provide access to CITY facilities.

V. TIME OF PERFORMANCE

- A. The CONSULTANT will begin work promptly after issuance of a SERVICE AUTHORIZATION.
- B. The CONSULTANT'S services called for under the Agreement shall be completed in accordance with the schedule contained in each SERVICE AUTHORIZATION. If the CONSULTANT'S services are unreasonably delayed by the CITY in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the CONSULTANT as a condition precedent to renegotiations shall notify the CITY within fifteen (15) calendar days at the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

VI. AGREEMENT PERIOD

This Agreement shall be for three (3) years, however, this Agreement shall extend until all SERVICE AUTHORIZATIONS are completed. Each SERVICE AUTHORIZATION shall delineate a time for completion of the services to be rendered.

VII. COMPENSATION

- A. Except as otherwise agreed pursuant to a SERVICE AUTHORIZATION, the CITY will compensate the CONSULTANT for the services performed on each SERVICE AUTHORIZATION in accordance with a negotiated lump sum, or a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses if compensation is based on Method II and other related costs as are specified in the SERVICE AUTHORIZATION.

1. METHOD 1 - LUMP SUM

Lump Sum Amount. When a service is to be compensated for on a lump sum basis, the CITY and CONSULTANT shall mutually agree to a lump sum amount for services to be rendered and a detailed scope of services. Should the CITY deem that a change in the scope of services is appropriate, then a decrease or increase in compensation shall be authorized in writing. In lump sum contracts, the CONSULTANT shall submit the estimated man-hours, wage rates and other actual unit costs supporting the compensation. Hourly rates included in the estimated man-hours shall not exceed established hourly rates as shown in **Exhibit C** attached hereto, plus reimbursable expenses and other related costs,

2. METHOD II - TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT

Computation of Time Charges/Not to Exceed Amount. When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget cost to the CITY for prior approval based on actual time charges which shall not exceed established hourly rates as shown in **Exhibit C** attached hereto, plus reimbursable expenses and other related costs. The CITY shall not be obligated to compensate or reimburse the CONSULTANT for costs incurred in excess of the not to exceed cost amount.

- a. The CITY agrees to pay the CONSULTANT compensation for services rendered based upon the established hourly salary rates as shown in **Exhibit C** for services rendered. The schedule of hourly rates as set forth in Exhibit B will not be adjusted during the initial three (3) years term.
- b. In addition, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT if provided in the SERVICE AUTHORIZATION.
- B. Subcontractual service shall be invoiced at the actual fees paid by the CONSULTANT. Subcontractual services shall be approved by the CITY in writing prior to performance of the subcontractual work.
- C. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each SERVICE AUTHORIZATION, without written approval.
- D. If the CITY determines that any price for services, however calculated provided by the CONSULTANT, including any cost reimbursable under this Agreement was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost shall be reduced accordingly and the SERVICE AUTHORIZATION shall be modified in writing to reflect such reduction.

VIII. PAYMENT

The CITY agrees that it will use its best effort to pay the CONSULTANT within thirty (30) calendar days from presentation of the CONSULTANTS itemized report and invoice and approval of the CITY'S representative, unless additional time for processing is required for payments for basic services, subcontractual services, and reimbursable expenses as defined in Section VII. The CONSULTANT shall submit monthly invoices, as required in the SERVICE AUTHORIZATION, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work

completed. No payment request shall exceed the value of work and services performed by the CONSULTANT under the SERVICE AUTHORIZATION.

IX. MISCELLANEOUS PROVISIONS

A. Engineering Documents: All documents required or reasonably implied by the nature of a project, including, but not limited to, reproducible mylar drawings and CADD disks in a format compatible with CITY'S computer system, plans, specifications, drawings, tracings, designs, calculations, sketches, models, computer data and reports ("Engineering Documents") prepared in connection with a SERVICE AUTHORIZATION shall be the property of the CONSULTANT. However, the CONSULTANT will provide CITY a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are CONSULTANT'S copyrighted instruments, and at the option of CONSULTANT may so identify them by appropriate markings. Provided that CONSULTANT is paid for its services, either by termination or completion of services, then CITY may subsequently use these documents without any additional compensation or agreement of CONSULTANT, however, such use, without written verification or adaptation by CONSULTANT for the specific purpose intended by CITY shall be at CITY'S sole risk and without liability or legal exposure to CONSULTANT whatsoever. If CITY does reuse the CONSULTANT'S documents on another project, it shall retain CONSULTANT or another licensed and insured professional engineer to review, adapt and seal such documents. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of CONSULTANT'S right to the documents.

B. Insurance:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the CITY (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Kansas and all applicable Federal laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars

(\$2,000,000.00) in the aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must include:

- a. Premises and/or Operations b. Independent Contractors
 - b. Products and Completed Operations - CONSULTANT shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - c. Broad Form Property Damage
 - d. Contractual Coverage applicable to this specific Agreement.
 - e. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must include:
- a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits of two million dollars (\$2,000,000.00) per claim. Coverage shall be afforded on a form acceptable to the CITY. CONSULTANT shall maintain in force until at least one year after completion of all services required under this Agreement. CONSULTANT shall insure that subconsultants maintain adequate levels of Professional Liability Insurance.
5. Prior to commencement of services, the CONSULTANT shall provide to the CITY certificates of insurance evidencing the insurance coverage specified in the foregoing subparagraphs B1, B2, B3, and B4. All policies covered within subparagraphs B1, B2, B3, and B4, shall be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction. The CITY shall be named as an additional insured as to CONSULTANT'S liability on policies referenced in subparagraphs B1, B2 and B3. The required certificates of insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal certificates of insurance of policies

shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.

7. CITY will only accept coverage from an insurance carrier which offers proof that the carrier is licensed to do business in the State of Kansas and carries a Best's Policyholder approved by the CITY.
8. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by CITY is non-contributing.

C. Litigation Services:

It is understood and agreed that CONSULTANT'S services shall not include reasonable participation in litigation or dispute resolution arising from this Agreement.

D. Assignment:

The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the CITY nor the CONSULTANT will assign or transfer their interest in this Agreement without the written consent of the other.

E. Confidential Information:

During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY, unless mandated by order of the court.

F. Non-Exclusive Contract:

The CITY reserves the right to award projects to other firms during the period of service of the CONSULTANT. The CONSULTANT agrees to cooperate with the CITY and other firms in accomplishing work that may require joint efforts to accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

G. Subconsultants:

In the event the CONSULTANT, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must secure the prior written approval of the CITY.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

CITY

CITY CLERK
City of Junction City, Kansas
700 North Jefferson
Junction City, KS 6644

CONSULTANT

HDR Engineering, Inc.
3741 NE Troon Drive
Lee's Summit, MO 64064

I. Records:

Records of all expenses relative to each SERVICE AUTHORIZATION shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

J. Personnel:

The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the

State of Kansas in the field for which he is responsible for performing such services. The project manager shall be approved by the CITY under each SERVICE AUTHORIZATION. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

K. Non-Discrimination and Affirmative Action.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in, be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The CONSULTANT shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The CITY shall provide CONSULTANT with its rules and regulations.
2. The CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the CONSULTANT shall include the phrase "equal opportunity employer," or similar phrase approved by the CITY.
4. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the CITY in accordance with the provisions of K.S.A. 44-1031, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the CITY.
5. If the CONSULTANT is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the CITY which has become final, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the CITY.
6. The CONSULTANT shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include,

but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANTS subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

L. Prohibition Against Contingent Fees:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

M. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CITY shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the CONSULTANT. In the event the project described in any SERVICE AUTHORIZATION, or the services of the CONSULTANT called for under any SERVICE AUTHORIZATION, is or are suspended, canceled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The CONSULTANT agrees to provide all documents to the CITY (specifically those referenced in paragraph IX.A.). Further, prior to the CONSULTANT'S destruction of any of the above referenced documents, the CITY shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an agreement to provide services for the CITY in order to provide for a smooth transition period.

N. Indemnification:

The CONSULTANT will at all times indemnify, save and hold harmless and defend the CITY, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the CITY or contractor, or materialmen to supply goods or services to a project) and employees, from and against all liability, any claim, demand,

damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement. The indemnifications contained herein shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the CITY or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the CITY'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the CONSULTANT'S obligation hereunder shall not include amounts attributable to the fault or negligence of the CITY or any third party for whom the CONSULTANT is not responsible. The indemnifications contained herein shall survive the expiration or earlier termination of this Agreement. In the case of any claims against the CITY, its employees or agents indemnified under this Agreement, by an employee of the CONSULTANT, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in the Kansas Tort Claims Act.

O. Interest of the CONSULTANT:

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

P. Compliance with Laws:

1. The CONSULTANT shall comply with the applicable requirements of State and applicable local laws and all Codes and Ordinances of the CITY as amended from time to time, and that exist at the time of building permit issuance.
2. For SERVICE AUTHORIZATIONS involving work under Federal or State grantors or approving agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each SERVICE AUTHORIZATION.

Q. Federal Lobbying Activities

(Only applies to projects receiving federal funds via the CITY)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via CITY to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Necessary forms are available from the CITY and should be returned to CITY with other final contract documents. It is the responsibility of CONSULTANT to obtain executed forms from any of its subcontractors who fall within the above provision and to provide CITY with the same.

R. Applicable Law, Jurisdiction and Venue:

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Geary County, Kansas.

S. Internal Dispute Between CITY and CONSULTANT:

The CITY Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

T. No Third Party Beneficiaries:

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

U. Severability Clause:

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

V. Extent of Agreement: This Agreement represents the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement does not entitle the CONSULTANT to receive any fee unless first being issued a SERVICE AUTHORIZATION. This Agreement does not provide that a CONSULTANT is

entitled to receive any Service Authorization. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the CITY Commission. This Agreement applies only to those projects that are listed on the attached **Exhibit A**. The CITY is not required to issue any Service Authorizations to CONSULTANT for any projects listed on **Exhibit A**.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its CITY Clerk, and the CONSULTANT has hereunto set its hand the day and year first written above.

CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes,, MAYOR

ATTEST:

City Clerk

CONSULTANT
HDR Engineering, Inc.

By: _____
Typed Name: _____
Typed Title: _____

EXHIBIT A
City of Junction City
General Engineering Services
Project Summary

| | | 2013 | 2014 | 2015 |
|-----------------------|---|--------------------|--------------------|--------------------|
| MAJOR PROJECTS | | | | |
| | Water System Improvements | | | |
| | Water Treatment Plant | \$1,620,000 | \$760,000 | \$640,000 |
| | Well System Improvements | \$230,000 | \$520,000 | \$120,000 |
| | Water Storage System Improvements | \$200,000 | \$100,000 | \$400,000 |
| | Water Distribution Improvements | \$200,000 | \$100,000 | \$300,000 |
| | SUB-TOTALS | \$2,250,000 | \$1,480,000 | \$1,460,000 |
| | | | | |
| | Waste Water System | | | |
| | E WWTP | | | |
| | Waterwater Treatment Plant | | | |
| | SUB-TOTALS | \$395,000 | \$650,000 | \$100,000 |
| | | | | |
| | SW WWTP | | | |
| | Wastewater Treatment Plant | | | |
| | SUB-TOTALS | \$250,000 | \$150,000 | \$80,000 |
| | | | | |
| | Sanitary Collection Improvements | | | |
| | SUB-TOTALS | | | \$600,000 |
| | WATER & WASTE WATER TOTALS | \$2,895,000 | \$2,280,000 | \$1,640,000 |
| | | | | |
| | | | | |
| | STREET SYSTEM | | | |
| | SUB-TOTALS | \$500,000 | \$750,000 | \$750,000 |
| | | | | |
| | | | | |
| | STORMWATER SYSTEM | | | |
| | SUB-TOTALS | \$60,000 | \$500,000 | \$500,000 |
| | | | | |
| | (Design, Construction, Permits, Inspections) | | | |
| | ESTIMATED PROJECT TOTALS | \$3,455,000 | \$3,530,000 | \$2,890,000 |
| | | | | |
| | | | | |
| | | | | |
| | GENERAL ENGINEERING SERVICES | | | |
| | | | | |
| | PLAN REVIEWS, CONSTRUCTION | Various | Various | Various |
| | OBSERVATION, ETC. | | | |

EXHIBIT B (sample)

SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: _____

SERVICE AUTHORIZATION NO.: _____

CITY PROJECT: _____

- I. Project Description [insert description]:
- II. Project Manager:
- III. Scope of Services to be performed by CONSULTANT: [DESCRIBE PHASE OR PHASES OR OTHER WORK TO BE AUTHORIZED AND DETAILED DESCRIPTION OF SCOPE OF WORK WITHIN EACH PHASE TO BE PERFORMED]

IV. Time of Performance [insert description]

- V. Compensation (include itemization of man-hours, wage rates, reimbursable expenses) Budget:
[COMPLETE AS APPLICABLE]

Phase I – Study and Report Phase \$ _____

Phase II – Preliminary Design Phase \$ _____

Phase III – Final Design Phase \$ _____

Phase IV – Bidding/Negotiation Phase \$ _____

Phase V – Construction Administration \$ _____

Other – \$ _____

Out of Pocket Expenses
(list) \$ _____

Total Project Cost \$ _____

VI. Indicate if Compensation is Lump Sum or Estimated/Not to Exceed

VII. Other [insert if other provisions]

CONSULTANT
[type name of consultant]

By: _____

Typed Name: _____

Typed Title: _____

Dated: _____

APPROVED BY CITY OF JUNCTION CITY, KANSAS

City Manager

Dated: _____

EXHIBIT C

CONSULTANT FEE SCHEDULE



ONE COMPANY *Many Solutions*

Fee Schedule

| | |
|----------------------------|-----------------------|
| PROJECT PRINCIPAL | \$ 200.00 - \$ 250.00 |
| SENIOR PROJECT MANAGER | \$ 175.00 - \$ 225.00 |
| PROJECT MANAGER | \$ 130.00 - \$ 180.00 |
| SENIOR PROJECT ENGINEER | \$ 175.00 - \$ 225.00 |
| PROJECT ENGINEER | \$ 95.00 - \$ 150.00 |
| SENIOR STRUCTURAL ENGINEER | \$ 150.00 - \$ 205.00 |
| STRUCTURAL ENGINEER | \$ 100.00 - \$ 145.00 |
| SENIOR ELECTRICAL ENGINEER | \$ 145.00 - \$ 200.00 |
| ELECTRICAL ENGINEER | \$ 100.00 - \$ 145.00 |
| SENIOR MECHANICAL ENGINEER | \$ 145.00 - \$ 200.00 |
| MECHANICAL ENGINEER | \$ 105.00 - \$ 145.00 |
| GIS PERSONNEL | \$ 70.00 - \$ 115.00 |
| SENIOR TECHNICIAN | \$ 110.00 - \$ 130.00 |
| TECHNICIAN | \$ 80.00 - \$ 110.00 |
| SENIOR DRAFTER | \$ 80.00 - \$ 110.00 |
| DRAFTER | \$ 40.00 - \$ 80.00 |
| SURVEY MANAGER | \$ 110.00 - \$ 130.00 |
| SURVEY CREW | \$ 115.00 - \$ 155.00 |
| SENIOR SUPPORT STAFF | \$ 75.00 - \$ 105.00 |
| ADMINISTRATION PERSONNEL | \$ 40.00 - \$ 80.00 |

REIMBURSABLES:

PRINTING & REPRODUCTION
TRAVEL
PHONE
MAPPING

COST
\$0.565 PER MILE
COST
COST

Backup material for agenda item:

- f. Consideration and award of bid 2013 Street Maintenance Program - Micro-Surfacing.

City of Junction City

City Commission

Agenda Memo

March 19, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: **Award of Bid – 2013 Street Maintenance Project – Micro-Surfacing**

Objective: The consideration and approval of the award of bid for the 2013 Street Maintenance Project – Micro-Surfacing.

Explanation of Issue: The City has budgeted funding for various street maintenance improvements within the 2013 budget. City staff has evaluated and identified various segments and localized areas for street maintenance, micro-surfacing, as part of this program.

An outline of planned improvements was provided to the City Commission at the January 15, 2013 City Commission meeting (See attached summary and mapped locations).

KAW Valley Engineering was retained for the development of plans and specifications for these various improvements. This year's program is separated into two segments, Part I Micro-Surfacing and Part II Concrete Patching Repairs. Part II will be advertised/ bid with a recommendation for award before the City Commission in the next several weeks.

Part I, Micro-Surfacing, has been advertised within The Daily Union, placed on City's website for Bids & Proposals, within the Kansas Construction News Report & Kansas Contractor's Association, and direct solicited towards contractors whom have completed similar work within the other communities, as well as the City of Junction City. The following companies were direct solicited: APAC (Kansas City, KS), Hall Brothers (Marysville, KS), Shilling Construction (Manhattan, KS), Vance Brothers, Inc. (Kansas, City, KS) and Konza Construction Co., Inc. (Junction City, KS).

As the City desired to improve on the overall bid pricing and look to complete the micro-surfacing portion early in the construction season, staff directed the placement of the bid advertisements within various construction documents and also direct solicitation of companies whom had completed similar projects within other communities was undertaken.

Only one bid was received from Vance Brothers, Inc. (Kansas City, KS) in the amount of \$321,177.00, which is 7.6% less than the Engineer's Estimate (\$347,780.50). A bid tab is attached.

Given the above City staff recommends proceeding with the bid received. Should the City Commission approve the award of bid it is anticipated the Micro-Surfacing will be completed before the middle of June 2013.

Budget Impact: Funding for this project is available within the 2013 Street Fund

Alternatives: The City Commission may approve, modify, table or deny the bid/ contract request

Recommendation: Staff recommends approval of the award of bid for Micro-Surfacing of the 2013 Street Maintenance Program in the amount not to exceed \$321,177.00 to Vance Brothers, Kansas City, KS.

Suggested Motion: Commissioner _____ moves to approve the award of bid for the Micro-Surfacing of the 2013 Street Maintenance Program in the amount not to exceed \$321,177.00 to Vance Brothers, Kansas City, KS, as presented. Commissioner _____ seconded the motion.

Enclosures: KAW Valley letter dated 3/8/13 - 2013 Street Maintenance Project –
Micro-surfacing - Bid Tabulation
2013 Street Maintenance Program Summary

2319 N. Jackson, PO Box 1304
Junction City, Kansas 66441
www.kveng.com

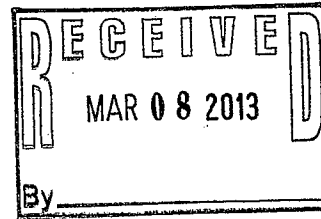


Tel: 785-762-5040
Fax: 785-762-7744
E-mail: JC@kveng.com

KAW VALLEY ENGINEERING, INC.

March 8, 2013
A13D6301

Mr. Greg McCaffery
Assistant City Manager
City of Junction City, KS
P.O. Box 287
Junction City, KS 66441



**RE: Recommendation of Award of Contract
2013 Street Maintenance Junction City, Kansas
(Micro-Surfacing)**

Dear Mr. McCaffery:

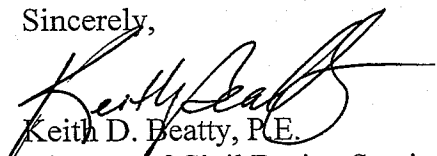
Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

Vance Brothers, Inc. was the low bidder and was well below the Engineer's Estimate.

We, therefore, recommend award of this contract to Vance Brothers, Inc. in the amount of \$321,177.00.

If you could present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Sincerely,


Keith D. Beatty, P.E.
Director of Civil Design Services


KDB:slm

Enclosure

xc: Vance Brothers, Inc.

\\WCSEVER2\Projects\A13_6301\Design\Correspondence\Trans To G McCaffery Re Recommendation.Docx

other locations

Kansas City, Missouri •  143 • Salina, Kansas

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.
2319 North Jackson, PO Box 1304
Junction City, KS 66441
Tel: 785-762-5040

2013 STREET MAINTENANCE
JUNCTION CITY, KANSAS (MICRO SURFACING)

Project No.: A13D6301

Date: March 7, 2013

Page: 1 of 1

| Item | Qty | Unit | Engineer's Estimate | | Vance Brothers, Inc. | | Total Price | Unit Price | Total Price | Unit Price | Total Price |
|---------------------------------------|--------|------|---------------------|--------------|----------------------|--------------|--------------|------------|-------------|------------|-------------|
| | | | Unit Price | Total Price | Unit Price | Total Price | | | | | |
| 1. Mobilization | 1 | L.S. | \$5,000.00 | \$5,000.00 | \$28,280.00 | \$28,280.00 | \$28,280.00 | | | | |
| 2. Traffic Control | 1 | L.S. | \$4,520.00 | \$4,520.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | | | | |
| 3. Micro Surfacing | | | | | | | | | | | |
| Jefferson Street (1st to Ash) | 7,600 | S.Y. | \$3.20 | \$24,320.00 | \$2.74 | \$20,824.00 | \$20,824.00 | | | | |
| Ash Street (Eisenhower to Washington) | 21,100 | S.Y. | \$3.20 | \$67,520.00 | \$2.74 | \$57,814.00 | \$57,814.00 | | | | |
| Franklin Street (6th to Elm) | 10,600 | S.Y. | \$3.20 | \$33,920.00 | \$2.74 | \$29,044.00 | \$29,044.00 | | | | |
| Webster Street (7th to Spruce) | 9,700 | S.Y. | \$3.20 | \$31,040.00 | \$2.74 | \$26,578.00 | \$26,578.00 | | | | |
| 8th Street (Rucker to Whitney) | 4,840 | S.Y. | \$3.20 | \$15,488.00 | \$2.74 | \$13,261.60 | \$13,261.60 | | | | |
| Whitney Street (8th to 6th) | 4,290 | S.Y. | \$3.20 | \$13,728.00 | \$2.74 | \$11,754.60 | \$11,754.60 | | | | |
| 6th Street (Eisenhower to Franklin) | 35,860 | S.Y. | \$3.20 | \$114,752.00 | \$2.74 | \$98,256.40 | \$98,256.40 | | | | |
| 4. Pavement Marking | | | | | | | | | | | |
| 4" Double Yellow | 13,985 | L.F. | \$0.90 | \$12,586.50 | \$0.64 | \$8,950.40 | \$8,950.40 | | | | |
| 4" Skip White | 14,680 | L.F. | \$0.60 | \$8,808.00 | \$0.21 | \$3,082.80 | \$3,082.80 | | | | |
| 12" Solid White Crosswalk Lines | 4,740 | L.F. | \$2.10 | \$9,954.00 | \$2.00 | \$9,480.00 | \$9,480.00 | | | | |
| 24" Solid White Stop Lines | 520 | L.F. | \$3.20 | \$1,664.00 | \$4.00 | \$2,080.00 | \$2,080.00 | | | | |
| 8' Solid White Lane Use Turn Arrows | 16 | Ea. | \$280.00 | \$4,480.00 | \$110.70 | \$1,771.20 | \$1,771.20 | | | | |
| TOTAL BID FOR IMPROVEMENTS | | | | \$347,780.50 | | \$321,177.00 | \$321,177.00 | | | | |

City of Junction City
Municipal Services Department
Recommended 2013 Street Maintenance Program

MicroPave Work - Engineer's Estimate

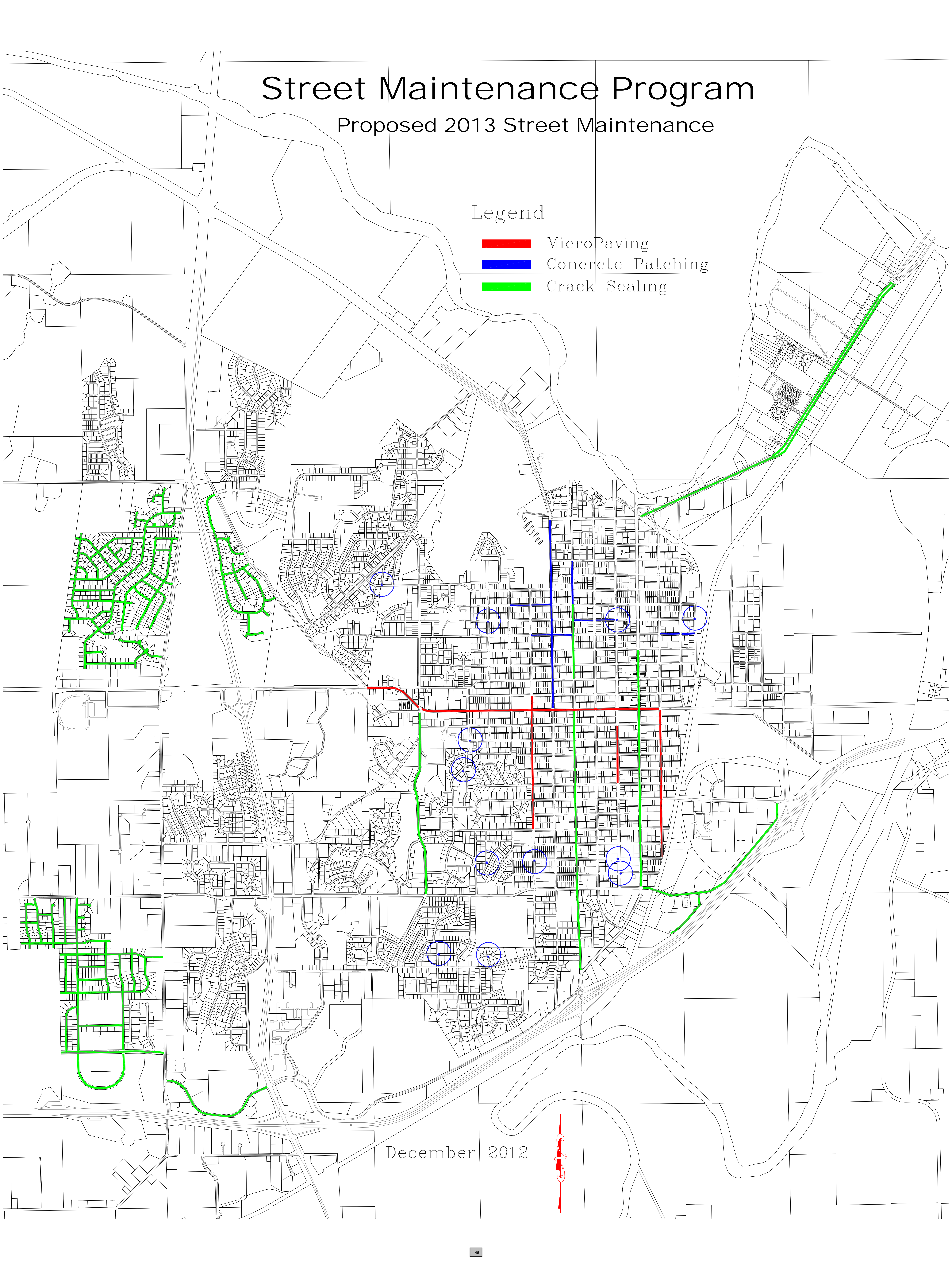
| Location | Quantity | Unit |
|--|-----------------|-----------------|
| Jefferson Street 1st to Ash | 7,600 | Sq. Yds. |
| Ash Street - Eisenhower to Washington | 21,100 | Sq. Yds. |
| Franklin Street - 6th to Elm | 10,600 | Sq. Yds. |
| Webster Street - 7th to Spruce | 9,700 | Sq. Yds. |
| 8th Street - Rucker to Whitney | 40,000 | |
| Whitney Street - 8th to 6th | | Sq. Yds. |
| 6th Street - Eisenhower to Franklin | | |
| | | |
| TOTALS | 89,000 | Sq. Yds. |

Street Maintenance Program

Proposed 2013 Street Maintenance

Legend

- MicroPaving
- Concrete Patching
- Crack Sealing



December 2012

Backup material for agenda item:

- g. Consideration of Ordinance S-3115, a request by interested parties to rezone the property at 411 East 8th Street from "IH" Heavy Industrial to "CCS" Central Commercial Special in order to convert the building to a restaurant/night club/bar operation.

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**February 14, 2013
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Mike Ryan
John Moyer
Ken Mortensen
Chuck Mowry
Mike Watson

**Members
(Absent)**

Maureen Gustafson

**Staff
(Present)**

David Yearout
Shari Lenhart
Chris Clanahan

1. CALL TO ORDER & ROLL CALL

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. A quorum was declared present with all members except Chair Gustafson.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the revised minutes of the January 10, 2013, meeting, with revisions on page 5 correcting typographical errors. Commissioner Mowry seconded the motion and it passed unanimously.

3. NEW BUSINESS

Item No. 1 – Case No. Z-02-01-13 – Public Hearing to consider rezoning property from “IH” Heavy Industrial District to “CCS” Central Commercial Special District.

Vice-Chair Mortensen disclosed his employer has a business relationship with certain individuals on this application, but that will not affect his participation in this case and he feels there is no conflict of interests.

Vice-Chair Mortensen opened the public hearing on the application of Leon Baronda, owner, and Dyshant Banker, agent, to rezone the property at 411 East 8th Street from “IH” Heavy Industrial District to “CCS” Central Commercial Special District and called for the staff report.

Mr. Yearout reviewed the background and history information provided in the staff report for this property and the surrounding properties. Mr. Yearout noted the applicant wishes to convert the building at 411 East 8th Street into a restaurant, night club and bar. According to information obtained to date, Mr. Yearout noted this property has been used for storage purposes for years and was once an ice plant. It is shown as being zoned Heavy Industrial on

a Zoning Map from 1938, which shows it has been used for industrial-type purposes for decades. There are docks along the east side of the building for access by trucks.

The overall size of the building relative to the configuration and area of the lot presents challenges for any type of retail or commercial use. The building may have some "character" that could be converted into an interesting facility as proposed; however, given the size of the building, the proposed use will require a lot of parking and there is no room for parking to be provided on site. Additionally, the applicants have failed to provide any information on where and how they would provide the needed parking for this location.

Mr. Yearout stated that in zoning cases, the requirement is to evaluate the appropriateness of the proposed location for the uses that would be permitted if the zoning classification is changed. The Zoning Regulations set out guidelines to assist in making an appropriate decision. Those guidelines and staff's response are set out in detail in the staff report. Based on the reasons enumerated in the staff report, especially the lack of parking area, staff is recommending denial of a zone change for this property.

Dyshant Banker, representative for the investors, stated this property will be remodeled into a facility for multiple restaurants intended to serve the many people at Ft. Riley and this town that would like a nice place to go to have a good time for a family. Mr. Banker said he believed there was property across the street that could be acquired for parking, and the developers will try to buy surrounding lands for parking or possibly construct an elevated parking garage.

Mr. Banker said the building will be converted into four different areas for ultimate restaurant development. The plan is to not play heavy metal music. The investors are all from the military and want to have a nice, respectable, family facility. Mr. Dyshant stated the investors believe there is nothing to do in Junction City and people have to go to Manhattan to find this type of operation.

Mr. Dyshant stated he believed there is no industry in that area. The building is now empty and this development will allow it to be used. The plan is to start out small with one restaurant and bar and provide the needed parking for that. Additional land will be obtained for parking once the zoning is approved for the project.

Vice-Chair Mortensen noted Mr. Baronda, the landowner, and Jason Davis, another investor, in the audience and asked if they wished to speak. Both indicated in the negative. There being no further appearances, Vice-Chair Mortensen closed the public hearing and opened the matter for discussion among the Commission members.

Commissioner Dibben asked for clarification on the parking area. Mr. Baronda stated he owned additional property on the west up to the railroad and that would be specified parking for the initial start of the operation, and the land across the street would be secured for parking as well.

Commissioner Ryan stated that some of the area is owned by a trucking company to the south of 8th Street and any use of the area west of Mr. Baronda's building for parking cannot block access to that area. Mr. Banker stated they tried to contact that company but did not have much luck. He said the trucking company does not appear to use it a whole lot,

especially during the hours the club would be open. Mr. Yearout pointed out this is not an access drive but is actually a public street.

Commissioner Ryan also pointed out that an elevated parking garage may present a problem with the electrical poles in the area and assumes there is a power easement for those poles. Mr. Yearout stated most of the poles are in the public right-of-way or on land owned by Westar.

Commissioner Mowry referred to the history of 9th Street in the past with a lot of clubs and bars. The City went to a lot of effort into relocating the night clubs to Grant Avenue to better manage those uses and he believed this might be going back to that situation.

Mr. Banker stated they were not doing that type of entertainment. This facility would be a place where families can come, not a gentleman's club. Mr. Banker stated they are aware of the parking needs and will secure surrounding land for that parking because they anticipate many people from Manhattan, Abilene, Enterprise, Chapman and the surrounding community coming.

Vice-Chair Mortensen stated that the applicant indicates a certain type of restaurant, but the City has no control over the type of use, only that a drinking establishment would be permitted. Mr. Yearout stated that the proposed "CCS" District does not allow an adult entertainment facility, but other drinking establishments are permitted.

Commissioner Moyer stated he visited with the owner of Geary Grain, which owns the land on the north side of 8th Street, and they are concerned about keeping people from parking on their lot, which is already a problem. It is a concern because of the liability issues.

Mr. Banker stated the City needs to be more progressive and stop holding the progress back. This town is growing and the Commission needs to offer the town a future by approving this requested zoning change to allow development of a new family restaurant and fun center.

Vice-Chair Mortensen stated, in his opinion, it is not that the City could not use or support another restaurant, but the question is whether this is the right location.

Commissioner Watson stated he understands that the investors are working on providing parking arrangements; however, if the claimed verbal agreements fall through there are inadequate parking opportunities on-site. He stated he would be more supportive of the request if the applicants presented a contract with surrounding property owners willing to allow parking on their property subject to approval of the zoning allowing the development.

Mr. Baronda stated that he owned the property to the west that would allow some parking. Mr. Banker stated that if they get the zoning, then they are going ahead and negotiate with the owners to buy area for parking.

Mr. Yearout stated that in a situation like this, it is very appropriate for the applicants to obtain options subject to the zoning. Developers know to bring all the information in with the application showing that the supporting needs are met. Failure to provide that information with the application is too speculative.

Commissioner Moyer stated that he agrees with staff that this is not the appropriate location; the surrounding uses include a grain elevator, auto salvage, power substation and warehouses. The proposed family restaurant/entertainment facility does not seem to fit.

There being no further comments or discussion, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. Z-02-01-13, concerning the request of Leon Baronda, owner, requesting to rezone from "IH" Heavy Industrial District to "CCS" Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Mr. Yearout stated that this would be considered at the March 19, 2013, meeting of the City Commission.

Item No. 2 – Case No. Z-02-02-13 – Public Hearing to consider rezoning property from "A" Agricultural District to "PDD" Planned Development District.

Vice-Chair Mortensen opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District and request the annexation thereof, and called for the staff report.

Mr. Yearout explained that this deals with a "land swap" between Mr. Walker and the owners of the adjacent golf course. As stated in the staff report, the two owners have exchanged tracts of land because of how the land is actually used. Mr. Walker's land was occupied by portions of the golf course and the land owned by the golf course is not used as part of the golf course layout. This action is to recommend the appropriate zoning classification in conjunction with the annexation of the land, which is included in a replatting that will be considered later on this agenda. The proposed "PDD" is how the adjoining land is zoned and this property will be incorporated into the existing lot in the Country Club Hills Addition through the replatting. Mr. Yearout concluded by stating staff is recommending approval of the rezoning and annexation for the reasons stated in the staff report.

Vice-Chair Mortensen asked for questions or comments from the audience.

Mr. Leon Osbourn, Kaw Valley Engineering and agent, stated he was present to represent Mr. Walker and that he had nothing further to add to Mr. Yearout's comments, but would be happy to answer any questions.

There being no further appearances, questions or comments, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-02-02-13, concerning the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing; and that the property be annexed

into the City of Junction City, Kansas. Commissioner Mowry seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 3 – FP-02-01-13 - Final Plat for Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval for the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas, as amended and called for the staff report.

Mr. Yearout stated this property is located on the east side of Spring Valley Road and north of Ponca Drive. In March of 2012, the Metropolitan Planning Commission approved a final plat of Quarry Oaks Addition containing 11.36 acres including this property and other land north on Navajo Drive; however, the developer requested the plat be withdrawn prior to submission to the City Commission. The developer now wishes to reduce the original proposal to just the four lots along Spring Valley Road as identified on the revised plat.

Mr. Yearout stated this final plat is in conformance with the approved preliminary plat of this addition and no alterations or changes were made relative to these four lots. When the remainder of the land is platted north of Navajo Drive, there may be some modifications to what was originally proposed.

Mr. Yearout noted the developer proposes to privately pay for the extension of public utilities serving this development; therefore, no benefit district or public financing will be required. As required, a Development Agreement will be prepared and submitted along with the final plat to the City Commission. Mr. Yearout concluded by stating that staff is recommending approval of this plat as presented.

There being no questions of staff, Vice-Chair Mortensen asked if there was anyone present wishing to speak on this matter.

Mr. Leon Osbourn, Kaw Valley Engineering, representing the applicant, stated the developer believes there is a strong market of buyers wanting one-half to one acre lots; therefore, the developer has decided to request final platting on just these four lots. Future development of the unplatted property to the east will depend on the housing market demand.

There being no other appearances, comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-01-13, the application of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval of Quarry Oaks Addition, Unit No. 1, located on the east side of Spring Valley Road and north of Ponca Drive, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance upon completion of the development agreement addressing

the public improvements within this plat. Commissioner Dibben seconded the motion and it carried unanimously.

Item No. 4 – FP-02-02-13 – Final Plat for Quarry Addition a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval for Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas, and called for the staff report.

Mr. Yearout stated this plat simply allows for the redesign of a single lot that will modify easement areas and includes the strip of land outside the City limits, which, as noted in the zoning case discussed earlier, will be annexed into the City. There are no utility concerns and services to the lot will be addressed when a building permit is issued. There are no public sewers and an on-site wastewater system will be used similar to the condition on the replatting of the Stone Ridge Addition last year. Mr. Yearout stated that staff recommends approval of the plat as presented.

Mr. Leon Osbourn, Kaw Valley Engineering, stated he was present to represent Mr. Walker and answer any questions the Commission may have.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-02-01, the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 5 – SUP-02-01-13 – Public Hearing for a Special Use Permit to allow a worm farm as a business in the “RM” Multiple Family Residential District.

Vice-Chair Mortensen opened the public hearing on the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas, and called for the staff report.

Mr. Yearout stated Mr. Cox approached staff about establishing a worm farm in his basement as a home occupation. Mr. Cox was advised that a worm farm was not a permitted home occupation and the only way to establish such a use in a residence was to obtain a Special Use Permit. Following the application submission, Mr. Yearout stated staff obtained information from the County Appraiser’s Office indicating this property was being used for “apartment” purposes. Mr. Cox was contacted on this issue and subsequently revised the information at the Appraiser’s office, confirming this property is a single family home and not an apartment. Those records have been corrected.

Mr. Yearout stated the information provided by the applicant states he intends to sell "bait worms" to retail outlets; does not plan to have any signs; and his proposed operation will have "little or no traffic" effects. The proposed size of the operation and the handling of sales transactions are unclear; however, based on the research conducted by staff, this type of operation may be compatible as a basement business operation; provided adequate safeguards are attached to the approval.

Mr. Yearout stated he visited with County Extension Agent Chuck Otte and researched the internet concerning worm farming operations, and that information is contained in the staff report. That information shows the business of 'worm farming' can range from a basement operation up to highly commercialized. Mr. Otte's primary concern was that, in case of abandonment, the worm farm be removed from the basement. Based on the information reviewed, staff believes this type of operation can be operated safely in a basement so long as it remains fairly small and doesn't grow to any formal commercial-type operation.

Mr. Yearout stated staff is supportive of the Special Use Permit request; provided adequate measures are taken to limit the size and scope of the operation. As pointed out in the staff report, the applicant needs to articulate the extent to which he intends to operate the business; the amount of space and equipment to be used; whether outside or other employees might be anticipated; and what measures are being taken to remove the equipment and material if this operation does not work. In light of these unanswered issues, staff has not provided a specific recommendation nor specifically listed any conditions that might be applied to the Special Use Permit, if recommended for approval.

There being no questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Martin Cox, 226 East 12th Street, stated he intends the operation to be in the basement of his home. The basement is not finished as a living area; the walls are of quarry rock with a dirt floor. Mr. Cox indicated that if he ceased the operation, he would release them into his garden. Mr. Cox said he intends to start off small and if the business expands beyond the basement area, he will relocate. He stated he does not intend to have worms in any other part of his house.

Mr. Cox stated that he orders the worms on the internet and anticipates repackaging and resale to local and surrounding businesses. There will not be any additional incoming traffic because the worms are delivered by the Post Office with his normal mail delivery; and he will be delivering the worms to his customers.

In response to questions from the Commission, Mr. Cox stated he does not anticipate individual retail sales from his home; will probably use plastic containers for the worm beds; worms will be purchased from egg size up to five inches; he plans to be the 'middle' man and not 'grow' the worms to begin with, but will keep a supply on hand subject to demand; he will have no signs posted on the property; he will be feeding dry corn meal to avoid odor issues; and he will be living at the property.

There being no further appearances or questions of the applicant, Vice-Chair Mortensen closed the public hearing.

Discussion between the Commissioners and staff focused on areas of concern raised during the public hearing and the issues that need addressed as stipulations with the Special Use Permit. Vice-Chair Mortensen relayed his personal experiences of raising worms in his youth as part of a Boy Scout project, but was not certain of the complete relevance to this case other than he knew the operation could cause odor problems if not properly maintained and managed.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. SUP-02-01-13, the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned "RM" Multiple Family Residential District at 226 East 12th Street, be recommended for approval by the City Commission of Junction City, Kansas, subject to the following conditions:

1. No signs be allowed on the property;
2. The worm farm is to be limited to the basement area of the home and not expanded into any outside buildings;
3. No direct retail sales allowed to the public from the home; and
4. If the property is sold or the operation is abandoned, Mr. Cox is responsible to remove all the worm farm facility from the basement area.

Commissioner Dibben seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 6 – SUP-02-02-13 – Public Hearing for a Special Use Permit to allow a restaurant/catering business in the "IL" Light Industrial District.

Vice-Chair Mortensen called for the staff comments on this case.

Mr. Yearout stated that, due to an error in the legal notice, this case has been rescheduled to the regular March, 2013, meeting and no action necessary by the Commission.

Item No. 7 – Case No. TA-02-01-13 – Public Hearing to consider a Text Amendment to the Geary County Subdivision Regulations.

Vice-Chair Mortensen opened the public hearing on the application initiated by the Board of County Commissioners of Geary County to amend the Geary County Subdivision Regulations concerning certain agricultural lot split procedures, and called for the staff report.

Mr. Yearout stated this amendment would provide a process by which existing "homestead" sites on farms and ranches can be split from the balance of the property without creating an unusual parcel in order to meet the frontage requirements in the County Subdivision Regulations. This amendment establishes a new section in Article 3 of the Subdivision

Regulations called the "Homestead Agricultural Lot Split". The proposed language is set out in the staff report.

Mr. Yearout explained this procedure would allow the split without having to go through a rezoning and platting process. However, the significant difference between the "Agricultural Lot Split" and the proposed "Homestead Agricultural Lot Split" is the new procedures will require a full hearing by the MPC and final approval by the Board of County Commissioners. A traditional Agricultural Lot Split is approved by staff. This is intended to accommodate those former "homestead" locations that exist far off the public road system and it is not to be used to create new home sites that are accessible only by travel easements. This is considered to be acceptable because the process will permit reasonable division of the "homestead" site from the balance of the farm or ranch by recognizing existing conditions.

Mr. Yearout concluded by stating staff believes this text amendment will serve the best interests of the public and maintains the integrity of the Subdivision Regulations; therefore, staff recommends the MPC recommend approval of the amendment.

There being no questions of staff at this point, Vice-Chair Mortensen opened the meeting for public comment. There being no appearances, Vice-Chair Mortensen closed the public hearing.

In response to questions from the Commission members, Mr. Yearout stated there have been areas identified where this process will allow a land division to occur without imposing an unreasonable burden on the landowners or the County. This amendment is designed to accommodate situations where strict application of the Subdivision Regulations is not practical because of the required frontage of the new lot on an existing public road and the distance from the existing homestead site to the public road system.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. TA-02-01-13, the request initiated by the Board of County Commissioners to amend the Geary County Subdivision Regulations concerning certain Agricultural Lot Splits be recommended for approval by the Board of County Commissioners as recommended by staff and based on the information heard at this public hearing. Commissioner Watson seconded the motion and it carried unanimously.

4. OLD BUSINESS

Item No. 1 – Case No. TA-12-01-12 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to where churches, schools, and other places of assembly are authorized, and the process for approval, and called for the staff report.

Mr. Yearout stated this issue was first brought to the Commission for consideration back in July of 2012 based on concerns expressed by the Economic Development Commission regarding where churches and schools were permitted according to the City's Zoning Regulations. The staff report outlines the background on the inception and the various

concerns connected with this proposed text amendment. In short, current City Zoning Regulations have little to no control over the location of schools, churches or other places of assembly. Local jurisdictions must adhere to the federal Religious Land Use and Institutionalized Persons Act enacted in 2000.

Mr. Yearout stated copies of the current relative sections of the Zoning Regulations, and the proposed amendments were handed out just prior to the meeting. Mr. Yearout explained there are three main issues involved with the proposed text amendment. First is to add a definition for 'church' and for 'school'; second is to delete all references to churches and schools, as well as uses such as fraternal and service clubs and YMCA type uses; and third to allow consideration and approval only by Special Use Permit in certain zoning districts.

Mr. Yearout explained he has also incorporated the addition of "drug stores" as an allowable use in the "CG" General Commercial District. Staff has determined this use was erroneously left off the list at some point in the past. He also explained that some "clean-up" language referencing 'restaurants' or 'drinking establishments' is being included to be consistent with language within each commercial district. These proposals are shown in the copy provided for the Commissioners' review.

Mr. Yearout pointed out that the major part of the proposed text amendment deals with Article V, Special Use Permits. Specifically, in Section 445.160; staff is recommending the addition of paragraph "C" which lists recommended criteria to be considered by the Commission when reviewing a site plan. Mr. Yearout explained these guidelines help promote consistency and equal treatment for all applicants of Special Use Permits.

Mr. Yearout concluded by stating that staff believes the amendments are good for the City and recommends the MPC recommend approval of these text amendments to the City Commission.

Vice-Chair Mortensen asked if the separation distance between a school/church and a drinking establishment or restaurant serving alcoholic beverages was considered. Mr. Yearout stated the separation designation in the City's Zoning Regulations was not being amended. He explained the State laws dealing with this issue have been modified over the years; however, there are still some separation distance laws for cereal malt beverages on the books. The Special Use process will allow the City to evaluate the impact of a proposed church or school in relation to commercial areas better than what exists in the Zoning Regulations.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment. There being no appearances or further comments, Vice-Chair Mortensen closed the public hearing.

At the conclusion of a brief discussion among the Commissioners and staff, Vice-Chair Mortensen called for a motion.

Commissioner Watson moved that Case No. TA-12-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning the manner in which churches and schools can be approved, along with the other text adjustments, be recommended for approval by the City Commission of the City of Junction City as outlined by staff based on the

reasons set out in the staff report and as heard at this public hearing. Commissioner Mowry seconded the motion and it carried unanimously.

Item No. 2 – TA-01-01-13 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to the keeping of animals, and called for the staff report.

Mr. Yearout stated this issue is still being evaluated at the City staff level and the expected action on amendments to the City Code may not occur until April or May. Until it is known what language needs to be modified in the Zoning Regulations, staff recommends this issue be continued.

Commissioner Ryan moved that Case No. TA-01-01-03, the request to amend the Junction City Zoning Regulations concerning the keeping of animals be continued to the March, 2013, meeting. Commissioner Dibben seconded the motion and it carried unanimously.

THERE ARE NO CASES FOR THE BOARD OF ZONING APPEALS

5. GENERAL DISCUSSION

Item No. 1 – Update on status of MPO

Mr. Yearout stated the Flint Hills Metropolitan Planning Organization is being finalized this month. Information from KDOT indicates that all the local governmental entities and the KDOT Secretary have signed the Designation Agreement creating the MPO. The Kansas Attorney General must give final blessing to the document, which is expected to be routine. In response to questions, Mr. Yearout briefly explained the role of the Flint Hills Regional Council regarding the MPO. He also stated the Commission will be kept apprised of MPO actions regarding the Comprehensive Plan.

Item No. 2 – Comprehensive Plan Update Status

Mr. Yearout stated the Request for Qualifications/Request for Proposals (RFQ/RFP) was mailed and posted on several websites. Mr. Yearout stated he has visited with a couple of interested companies. The responses are due by February 22, 2013. It is anticipated to have a recommendation for a firm to hire to the City and County governing bodies at the first meetings in April, with work to begin shortly after that.

Mr. Yearout introduced Chris Clanahan, who is serving as an intern in the office. Mr. Clanahan is a student in Kansas State University's Master of Community and Regional Planning program and will be assisting with the Comprehensive Plan Update. Mr. Clanahan has already begun to gather relevant information and will be working with the staff and consultant through his time with the Department, which will run through the end of the spring semester.

Item No. 3 – Set public hearing for Annexation – 1205 Hoover Road

Mr. Yearout stated the staff report gives a brief history concerning this property and explains the reason behind the need to set the public hearing. He indicated that the property is zoned "SR" Suburban Residential in the county and the recommended zoning will be "RS" Suburban Residential District in the City. There being no questions, Vice-Chair Mortensen called for a motion.

Commissioner Ryan moved to set a public hearing to consider the appropriate zoning classification for property at 1205 Hoover Road for the March, 2013, meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 4 – Discuss request for Deannexation - James Didas; 2823 Rucker Road

Mr. Yearout indicated the staff report sets out the details surrounding the history of this property, starting with the annexation of this property in 2008 at the request of the then owner in anticipation of a development to be completed on the property. That proposed development never got past the platting stage because of the collapse of the economy; however, Rucker Road has been improved to City standards and all other city utilities have been constructed to or near the property.

Mr. Didas purchased this 35-acre tract with full knowledge that it was within the city limits. Prior to purchasing the property, he contacted city staff regarding the requirements for keeping farm animals. Mr. Didas was informed that the animals were allowed; however, the property must be fenced so no animals are kept within 100 feet of property lines abutting a city residential area.

Mr. Didas' request to deannex was discussed by the City Commission at two meetings. At the January 15, 2013, meeting, the City Commission unanimously voted to ask the MPC to review this request and make a recommendation regarding whether the property should be deannexed based upon the Comprehensive Plan and future growth and development plans for the City.

Mr. Yearout concluded by stating staff strongly recommends the request for deannexation be recommended for denial by the City Commission based on the information provided in the staff report. He informed the Commission this is not a mandatory action but the City Commission has asked for the MPC input. Mr. Yearout stated that Mr. Didas was present.

Mr. Didas stated he purchased this property knowing all the information staff reviewed. Mr. Didas stated that nothing has changed with the house and that it is still on a lagoon system. The available city sewer is approximately 700 feet away from his house and the balance of the property is open agricultural ground that is not going to be developed by him. Mr. Didas indicated he would like to have some cows and horses but felt he could not do that in the city. Mr. Didas said his is paying over \$2,000 per year in taxes for city services that he does not have and wants to use the property for agricultural purposes. Mr. Didas asked the Commission to recommend deannexation. He stated the property could always be annexed in the future if and when development actually occurred.

Mr. Yearout reminded the MPC and Mr. Didas the keeping of farm animals is allowed, but they must be kept 100-feet from the property line that abuts the city residential areas.

The MPC raised questions concerning the on-site wastewater systems; city fire and police protection; city utilities that are available in the area; the improvement of Rucker Road; the fact the property is surrounded on three sides by city limits; the fact Mr. Didas was aware the property was within the city limits before he bought the property; whether the 100-foot setback for farm animals on properties such as this was unreasonable and whether the possible amendment to the Zoning Regulations could modify that; and how this area might be identified in the upcoming review of the City's Comprehensive Plan.

Vice-Chair Mortensen stated that, in view of the fact a formal motion is not required; he asked for individual comments from each Commissioner.

Commissioner Moyer stated that the City has already significant financial investments in the immediate area with the improvement of Rucker Road and the availability of water and sewer utilities in the area. Also there is the benefit of Fire and Police protection from the City and the fact Mr. Didas was aware the property was within the City at time of purchase. Therefore, he believes the land should remain in the City and the deannexation be denied.

Commissioner Dibben stated he realizes the City has invested in improvements; however, being a farmer himself, if Mr. Didas wants to use the property for agricultural purposes, he should be allowed to. It was farm ground when annexed into the City and it has not changed since that time. He felt the property should be deannexed.

Commissioner Mowry stated that Mr. Didas knew it was in the City at time of purchase and the property is surrounded on three sides by the city. Therefore, he felt it seemed logical that it should stay within the City.

Commissioner Ryan stated the developer had control of the property when it was annexed in 2008 and intended to develop the property. The financial investment the City has incurred by improving Rucker Road and installing city water and sewer in the area are significant reasons why this property needs to remain in the City. He acknowledged this is a nice property, but it should remain in the city and not be deannexed.

Commissioner Watson stated this is a difficult situation that is a "heart versus head" decision. He said his heart agrees with Commissioner Dibben that a property owner should be able to do what he wants as long as he does not cause trouble for the surrounding neighbors. He further stated consideration needs to be given to lowering the 100-foot setback requirement for the fencing of animals. However, his head is saying that Mr. Didas did know it was in the City before he bought the property and, given the investment in utilities and services, it should remain in the City. He felt that if an area that is in the county but is surrounded by the city with all the improvements existing, then that county property should be annexed into the City and pay the appropriate taxes. This is an area that looks to be rural; however, because of the reasons stated by everyone, he felt this should remain in the city and not be deannexed.

Vice-Chair Mortensen stated he agreed with all the other statements made and, in particular, since this property is surrounded on three sides by property within the City and is already within the City limits, it should stay in because it will be developed at some point in time.

After additional discussion, it was the consensus of the MPC that the 100-foot setback requirement for fencing animals is excessive and a 30-foot setback seemed more reasonable. Additionally, the MPC felt a setback was necessary because this is generally not a fence

separating two pastures, but one side is the “greener grass” of someone’s yard. Mr. Yearout stated that provision will be included in the amendment still pending before the MPC.

6. ADJOURNMENT

There being no further business, Vice-Chair Mortensen declared the meeting adjourned at 9:00 p.m.

PASSED AND APPROVED this _____ day of March, 2013.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

February 14, 2013

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-02-01-13 – Request to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas

This is the request of Leon Baronda, owner, requesting to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District for property at 411 East 8th Street, Junction City, Kansas. This property has been zoned in the “IH” Heavy Industrial District for many years as it is shown as being zoned Heavy Industrial on the 1938 Zoning Map in the office. According to information from people in the community, this building has seen a number of uses including being an ice plant. It has been mostly unused except for storage purposes for some time.

The “IH” Heavy Industrial District is the most intensive industrial district in the Junction City Zoning Regulations. It allows the broadest range of industrial uses and is intended only for manufacturing and warehousing uses. Virtually all commercial uses, especially retail commercial uses, as well as residential uses are not permitted. In fact, one of the listed use limitations is that no retail sales or services are permitted except as an incidental or accessory use to a permitted use. The only Conditional Uses listed are for livestock sales and processing and salvage storage yards.

This request was presented because of the desire of the other investors to convert this building into a “night club” restaurant and bar facility. According to the information provided by the spokesman for the investors, Dyshant Banker, the intent is to establish an “entertainment” district centered around this building that will compete with the Aggieville area in Manhattan.

This property is surrounded by industrially zoned and used properties. The property to the west is on the other side of a short section of Price Street that appears to have never been fully opened. It is owned by the Union Pacific Railroad, but the building on it appears to be leased by this owner for storage purposes. The property to the south is owned by Westar and is occupied by a major electric substation. The property to the north and east is across 8th Street and is primarily occupied by grain elevators and other buildings owned by Geary Grain. There is some land immediately to the west of the Geary Grain property that is vacant, but it is owned by the Union Pacific Railroad. In short, all the property adjacent to this tract is used for industrial purposes.

The issue here is a balancing question concerning the potential reuse of an existing building, which would take significant private investment to convert to the use proposed; versus the locational question of whether the proposed use is best situated at this location. Staff believes it is appropriate to consider the idea of establishing a facility within the community that could serve in a capacity of a “night club” based on the concept envisioned by these investors. However, the challenge is to determine whether this is the location for that to occur.

The most glaring deficiency, in the opinion of staff, is a lack of space for parking. According to the County Appraiser’s Office, this lot contains 31,200 square feet and is covered by the building(s), which contain 15,382 square feet, which is almost ½ of the total lot area. As can be seen from the aerial photos provided with this staff report, there is little area where parking can be provided and, without a more detailed plan for the development, the general conclusion is the needed parking cannot be provided on-site. The Zoning Regulations permit creating parking needs on adjoining properties, but there is a limit of what is viable. The most open space is on the other side of 8th Street, which does not meet the spirit and intent of the Zoning Regulations for off-street parking on adjacent lots. This is a major deficiency for the type of use not only proposed, but also permitted in the commercial zone requested.

In every zoning case, the requirement is to evaluate the proposal’s appropriateness against the conditions that exist on the surrounding properties and assure the surrounding landowners and the community at large the appropriate balance between land uses is being protected. The Junction City Zoning Regulations provide guidance as to what should be considered in a zoning case and what should be found in order to make an appropriate decision. Those guidelines, found in Section 445.110, and the staff comments concerning those, are as follows.

When a proposed amendment would result in a change of the zoning classification of any specific property, the report of the Planning Commission shall contain statements as to the present classification, the classification under the proposed amendment, and the reason for seeking such re-classification, and determinations as to the following items:

1. *Whether the change in classification would be consistent with the intent and purpose of these Regulations;*

Staff does not believe this request is consistent with the intent and purpose of the Zoning Regulations. Given the nature of the uses in the area, the Zoning Regulations and the adopted Zoning District Boundary Map have recognized this area as industrial for decades and staff does not believe the conditions warrant a change to this type of retail commercial use.

2. *Whether every use that would be permitted on the property if it were re-classified would be compatible with the uses permitted on other property in the immediate vicinity;*

Staff does not believe the uses in the “CCS” Central Commercial Special District are compatible with the industrial uses in the “IH” Heavy Industrial District that exists on the surrounding properties.

3. *Whether adequate sewer and water facilities, and all other needed public services, exist or can be provided to serve the uses that would be permitted on the property if it were re-classified;*

There are adequate utilities available to support the proposed uses. Those utilities are adequate to support uses in the permitted industrial district as well.

4. *The amount of vacant land that currently has the same zoning classification as is proposed for the subject property in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land unavailable for development;*

There are many other properties that are currently zoned commercial that could accommodate the proposed use. There are perhaps not many buildings that could provide a unique character if completely converted as is the case with this property. However, there are locations in the central business district that could be converted without incurring a significant difference in investment to establish the proposed use in a location that staff believes would be better suited for this activity.

5. *Whether the property as re-classified would be available for business or manufacturing uses, and whether such uses, particularly in the area in question, will provide business or manufacturing services or employment opportunities;*

Staff does not believe there would be any material difference in the potential for employment opportunities if the property is rezoned. The challenge for any use in this particular location is the lack of overall space for other modern amenities to support a business, especially parking and loading demands that would be applicable.

6. *Whether the proposed amendment would correct an error in the application of these Regulations as applied to the subject property; and*

Staff does not believe there was an error in the existing zoning.

7. *Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions.*

Staff does not believe there are any changing conditions in this area to warrant the change in zoning classification.

It is the opinion of staff that this property is properly zoned. The uses to which it is restricted are sufficient to allow the redevelopment of the property in time. As a result, it is staff's opinion that no change is warranted in the zoning classification of this property.

Staff Recommendation: Staff recommends the request of Leon Baronda, owner, requesting to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District the property at 411 East 8th Street be recommended for denial for the reasons stated above. Further, staff recommends that no other category be recommended for rezoning of the property and that it be left in the “IH” Heavy Industrial District.

Staff is aware some may believe this case might have been better suited as a Special Use Permit. That might be an alternative the applicants could pursue in the future if the desire is to continue the consideration of this location for the “night club” facility. Staff did not present that as an alternative because the Zoning Regulations clearly state it takes commercial zoning for the proposed “night club” restaurant and bar, which would be the principle use for the building. The SUP case on this agenda is for a restaurant in an industrial building in connection with other permitted uses in the industrial building, including a food preparation facility for a catering business.

Suggested Motion:

I move that Case No. Z-02-01-13, concerning the request of Leon Baronda, owner, requesting to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.



City of Junction City

City Commission

Agenda Memo

March 19, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-02-01-13 – Request of Leon Baronda, owner, requesting to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District for property at 411 East 8th Street, Junction City, Kansas – (S-3115)

Issue: Consideration of the application of Leon Baronda, owner, requesting to rezone from “IH” Heavy Industrial District to “CCS” Central Commercial Special District for property at 411 East 8th Street, Junction City, Kansas.

Explanation of Issue: The owner, Leon Baronda, applied for the rezoning from “IH” Heavy Industrial to “CCS” Central Commercial Special in order to allow the contract buyers, led by Mr. Dyshant Banker, to convert this old building into a restaurant and bar facility for up to four different operations. As noted in the staff report and the minutes of the meeting, the primary concern dealt with the lack of adequate parking and other documentation of the contract buyers as to the demands such a facility would have at this location. The contract buyers asked for the zoning approval with the promise to address all the other issues raised by staff and the MPC. The MPC heard this request at the February 14, 2013, meeting and, by unanimous vote, the MPC has recommended the rezoning be denied.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby denying the rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and zone the property as requested.

Special Considerations: No one spoke in favor or in opposition to the proposed change other than the applicants.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby denying the rezoning the property.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Metropolitan Planning Commission be accepted and that Ordinance No. S-3115, an ordinance denying the rezoning from “IH” Heavy Industrial District and “CCS” Central Commercial Special District for property located at 411 East 8th Street, Junction City, Kansas, as identified in said ordinance.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of February 14, 2013
Staff Report
Ordinance S-3115

ORDINANCE NO. S-3115

AN ORDINANCE RELATING TO PROPERTY LOCATED AT 411 EAST 8TH STREET AND MORE PARTICULARLY DESCRIBED AS LOTS ONE (1), TWO (2), (m), (n) AND (o), BLOCK 25 OF THE PLAT OF JUNCTION CITY, GEARY COUNTY, KANSAS, AND THE VACATED EAST 20 FEET OF PRICE STREET, AND THE VACATED NORTH 10 FEET OF THE ALLEY ADJOINING SAID PROPERTIES; DENYING THE REZONING OF SAID PROPERTY FROM HEAVY INDUSTRIAL (IH) DISTRICT TO CENTRAL COMMERCIAL SPECIAL (CCS) DISTRICT, ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That the application requesting the rezoning from “IH” Heavy Industrial District to “CCS” Central Commercial Special District of certain property at 411 East 8th Street, all situated within the City of Junction City, Geary County, Kansas, and described as follows:

DESCRIPTION:

LOTS ONE (1), TWO (2), (m), (n) AND (o), BLOCK 25 OF THE PLAT OF JUNCTION CITY, GEARY COUNTY, KANSAS, AND THE VACATED EAST 20 FEET OF PRICE STREET, AND THE VACATED NORTH 10 FEET OF THE ALLEY ADJOINING SAID PROPERTIES.

Be, and the same is, hereby ordered denied as provided in K.S.A. 12-757, based on the recommendation of the Metropolitan Planning Commission.

Section 2. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- h. Consideration of Ordinance S-3116, the request of interested parties, to rezone from "Ag" Agricultural (Geary County) to "PDD" Planned Development District of a strip of land adjacent to the Country Club Hills Addition and approve the annexation thereof.

City of Junction City

City Commission

Agenda Memo

March 19, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. Z-02-02-13 – Request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from “A” Agricultural District to “PDD” Planned Development District in Geary County, Kansas, and request the annexation thereof. – (S-3116)

Issue: Consideration of the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from “A” Agricultural District to “PDD” Planned Development District in Geary County, Kansas, and request the annexation thereof.

Explanation of Issue: The owner, David Walker, has contracted with Great Life Golf Course to complete a “land swap” which will grant the golf course the lands south of this property that have been used by the golf course for decades in exchange for a strip of land adjacent to a vacant lot Mr. Walker owns in the Country Club Hills Addition. This rezoning, coupled with the plat approval also on the agenda and the annexation of the land, will complete the transaction in a fashion which creates a buildable lot. Mr. Walker indicates there is an interested party for the newly created lot to build a new home. The MPC heard this request at the February 14, 2013, meeting and, by unanimous vote, the MPC has recommended the rezoning be approved and the property be annexed. A separate case will address the replatting of the affected lot.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a rezoning application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby rezoning the property subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the zoning of the property

Special Considerations: No one spoke in favor or in opposition to the proposed change other than the applicants.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance, thereby rezoning the property and annexing the land as shown in the new plat.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Metropolitan Planning Commission be accepted and that Ordinance No. S-3116, an ordinance annexing and rezoning from “A” Agricultural District to “PDD” Planned Development District for property located adjacent to the platted lot in the Country Club Hills Addition on Timberwood Drive, Junction City, Kansas, as identified in said ordinance.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of February 14, 2013
Staff Report
Ordinance S-3116



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

February 14, 2013

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-02-02-13 – Request to rezone from “A” Agricultural District to “PDD” Planned Development District certain land in Geary County, Kansas, and request the annexation thereof.

This is the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from “A” Agricultural District to “PDD” Planned Development District in Geary County, Kansas, and request the annexation thereof. This property has recently been acquired by Mr. Walker in a “land swap” with the golf course owners. A strip of land Mr. Walker owned to the south of this property has been used as part of the golf course for years and in order to resolve ownership and uses, the two property owners have conveyed the respective lands to each other. This property adjoins a vacant lot within the Country Club Hills Addition. There is a replat of the affected lot on the agenda of this meeting which will complete the redefining of the property so it can be developed. In addition, this strip of land will be annexed into the City.

The Country Club Hills Addition was zoned as a Planned Development District when it was developed. This rezoning simply brings all the land into the same classification and under the same rules and regulations. There are no changes to the original development resulting from this action other than to add the affected land to the overall development and replat the affected lot.

Staff Recommendation: Staff recommends the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from “A” Agricultural District to “PDD” Planned Development District in Geary County, Kansas, be recommended for approval for the reasons stated above. Further, staff recommends the property be recommended for annexation.

Suggested Motion:

I move that Case No. Z-02-02-13, concerning the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from “A” Agricultural District to “PDD” Planned Development District in Geary County, Kansas, be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing; and that the property be annexed into the City of Junction City, Kansas.

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**February 14, 2013
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Mike Ryan
John Moyer
Ken Mortensen
Chuck Mowry
Mike Watson

**Members
(Absent)**

Maureen Gustafson

**Staff
(Present)**

David Yearout
Shari Lenhart
Chris Clanahan

1. CALL TO ORDER & ROLL CALL

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. A quorum was declared present with all members except Chair Gustafson.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the revised minutes of the January 10, 2013, meeting, with revisions on page 5 correcting typographical errors. Commissioner Mowry seconded the motion and it passed unanimously.

3. NEW BUSINESS

Item No. 1 – Case No. Z-02-01-13 – Public Hearing to consider rezoning property from “IH” Heavy Industrial District to “CCS” Central Commercial Special District.

Vice-Chair Mortensen disclosed his employer has a business relationship with certain individuals on this application, but that will not affect his participation in this case and he feels there is no conflict of interests.

Vice-Chair Mortensen opened the public hearing on the application of Leon Baronda, owner, and Dyshant Banker, agent, to rezone the property at 411 East 8th Street from “IH” Heavy Industrial District to “CCS” Central Commercial Special District and called for the staff report.

Mr. Yearout reviewed the background and history information provided in the staff report for this property and the surrounding properties. Mr. Yearout noted the applicant wishes to convert the building at 411 East 8th Street into a restaurant, night club and bar. According to information obtained to date, Mr. Yearout noted this property has been used for storage purposes for years and was once an ice plant. It is shown as being zoned Heavy Industrial on

a Zoning Map from 1938, which shows it has been used for industrial-type purposes for decades. There are docks along the east side of the building for access by trucks.

The overall size of the building relative to the configuration and area of the lot presents challenges for any type of retail or commercial use. The building may have some "character" that could be converted into an interesting facility as proposed; however, given the size of the building, the proposed use will require a lot of parking and there is no room for parking to be provided on site. Additionally, the applicants have failed to provide any information on where and how they would provide the needed parking for this location.

Mr. Yearout stated that in zoning cases, the requirement is to evaluate the appropriateness of the proposed location for the uses that would be permitted if the zoning classification is changed. The Zoning Regulations set out guidelines to assist in making an appropriate decision. Those guidelines and staff's response are set out in detail in the staff report. Based on the reasons enumerated in the staff report, especially the lack of parking area, staff is recommending denial of a zone change for this property.

Dyshant Banker, representative for the investors, stated this property will be remodeled into a facility for multiple restaurants intended to serve the many people at Ft. Riley and this town that would like a nice place to go to have a good time for a family. Mr. Banker said he believed there was property across the street that could be acquired for parking, and the developers will try to buy surrounding lands for parking or possibly construct an elevated parking garage.

Mr. Banker said the building will be converted into four different areas for ultimate restaurant development. The plan is to not play heavy metal music. The investors are all from the military and want to have a nice, respectable, family facility. Mr. Dyshant stated the investors believe there is nothing to do in Junction City and people have to go to Manhattan to find this type of operation.

Mr. Dyshant stated he believed there is no industry in that area. The building is now empty and this development will allow it to be used. The plan is to start out small with one restaurant and bar and provide the needed parking for that. Additional land will be obtained for parking once the zoning is approved for the project.

Vice-Chair Mortensen noted Mr. Baronda, the landowner, and Jason Davis, another investor, in the audience and asked if they wished to speak. Both indicated in the negative. There being no further appearances, Vice-Chair Mortensen closed the public hearing and opened the matter for discussion among the Commission members.

Commissioner Dibben asked for clarification on the parking area. Mr. Baronda stated he owned additional property on the west up to the railroad and that would be specified parking for the initial start of the operation, and the land across the street would be secured for parking as well.

Commissioner Ryan stated that some of the area is owned by a trucking company to the south of 8th Street and any use of the area west of Mr. Baronda's building for parking cannot block access to that area. Mr. Banker stated they tried to contact that company but did not have much luck. He said the trucking company does not appear to use it a whole lot,

especially during the hours the club would be open. Mr. Yearout pointed out this is not an access drive but is actually a public street.

Commissioner Ryan also pointed out that an elevated parking garage may present a problem with the electrical poles in the area and assumes there is a power easement for those poles. Mr. Yearout stated most of the poles are in the public right-of-way or on land owned by Westar.

Commissioner Mowry referred to the history of 9th Street in the past with a lot of clubs and bars. The City went to a lot of effort into relocating the night clubs to Grant Avenue to better manage those uses and he believed this might be going back to that situation.

Mr. Banker stated they were not doing that type of entertainment. This facility would be a place where families can come, not a gentleman's club. Mr. Banker stated they are aware of the parking needs and will secure surrounding land for that parking because they anticipate many people from Manhattan, Abilene, Enterprise, Chapman and the surrounding community coming.

Vice-Chair Mortensen stated that the applicant indicates a certain type of restaurant, but the City has no control over the type of use, only that a drinking establishment would be permitted. Mr. Yearout stated that the proposed "CCS" District does not allow an adult entertainment facility, but other drinking establishments are permitted.

Commissioner Moyer stated he visited with the owner of Geary Grain, which owns the land on the north side of 8th Street, and they are concerned about keeping people from parking on their lot, which is already a problem. It is a concern because of the liability issues.

Mr. Banker stated the City needs to be more progressive and stop holding the progress back. This town is growing and the Commission needs to offer the town a future by approving this requested zoning change to allow development of a new family restaurant and fun center.

Vice-Chair Mortensen stated, in his opinion, it is not that the City could not use or support another restaurant, but the question is whether this is the right location.

Commissioner Watson stated he understands that the investors are working on providing parking arrangements; however, if the claimed verbal agreements fall through there are inadequate parking opportunities on-site. He stated he would be more supportive of the request if the applicants presented a contract with surrounding property owners willing to allow parking on their property subject to approval of the zoning allowing the development.

Mr. Baronda stated that he owned the property to the west that would allow some parking. Mr. Banker stated that if they get the zoning, then they are going ahead and negotiate with the owners to buy area for parking.

Mr. Yearout stated that in a situation like this, it is very appropriate for the applicants to obtain options subject to the zoning. Developers know to bring all the information in with the application showing that the supporting needs are met. Failure to provide that information with the application is too speculative.

Commissioner Moyer stated that he agrees with staff that this is not the appropriate location; the surrounding uses include a grain elevator, auto salvage, power substation and warehouses. The proposed family restaurant/entertainment facility does not seem to fit.

There being no further comments or discussion, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. Z-02-01-13, concerning the request of Leon Baronda, owner, requesting to rezone from "IH" Heavy Industrial District to "CCS" Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Mr. Yearout stated that this would be considered at the March 19, 2013, meeting of the City Commission.

Item No. 2 – Case No. Z-02-02-13 – Public Hearing to consider rezoning property from "A" Agricultural District to "PDD" Planned Development District.

Vice-Chair Mortensen opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District and request the annexation thereof, and called for the staff report.

Mr. Yearout explained that this deals with a "land swap" between Mr. Walker and the owners of the adjacent golf course. As stated in the staff report, the two owners have exchanged tracts of land because of how the land is actually used. Mr. Walker's land was occupied by portions of the golf course and the land owned by the golf course is not used as part of the golf course layout. This action is to recommend the appropriate zoning classification in conjunction with the annexation of the land, which is included in a replatting that will be considered later on this agenda. The proposed "PDD" is how the adjoining land is zoned and this property will be incorporated into the existing lot in the Country Club Hills Addition through the replatting. Mr. Yearout concluded by stating staff is recommending approval of the rezoning and annexation for the reasons stated in the staff report.

Vice-Chair Mortensen asked for questions or comments from the audience.

Mr. Leon Osbourn, Kaw Valley Engineering and agent, stated he was present to represent Mr. Walker and that he had nothing further to add to Mr. Yearout's comments, but would be happy to answer any questions.

There being no further appearances, questions or comments, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-02-02-13, concerning the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing; and that the property be annexed

into the City of Junction City, Kansas. Commissioner Mowry seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 3 – FP-02-01-13 - Final Plat for Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval for the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas, as amended and called for the staff report.

Mr. Yearout stated this property is located on the east side of Spring Valley Road and north of Ponca Drive. In March of 2012, the Metropolitan Planning Commission approved a final plat of Quarry Oaks Addition containing 11.36 acres including this property and other land north on Navajo Drive; however, the developer requested the plat be withdrawn prior to submission to the City Commission. The developer now wishes to reduce the original proposal to just the four lots along Spring Valley Road as identified on the revised plat.

Mr. Yearout stated this final plat is in conformance with the approved preliminary plat of this addition and no alterations or changes were made relative to these four lots. When the remainder of the land is platted north of Navajo Drive, there may be some modifications to what was originally proposed.

Mr. Yearout noted the developer proposes to privately pay for the extension of public utilities serving this development; therefore, no benefit district or public financing will be required. As required, a Development Agreement will be prepared and submitted along with the final plat to the City Commission. Mr. Yearout concluded by stating that staff is recommending approval of this plat as presented.

There being no questions of staff, Vice-Chair Mortensen asked if there was anyone present wishing to speak on this matter.

Mr. Leon Osbourn, Kaw Valley Engineering, representing the applicant, stated the developer believes there is a strong market of buyers wanting one-half to one acre lots; therefore, the developer has decided to request final platting on just these four lots. Future development of the unplatted property to the east will depend on the housing market demand.

There being no other appearances, comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-01-13, the application of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval of Quarry Oaks Addition, Unit No. 1, located on the east side of Spring Valley Road and north of Ponca Drive, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance upon completion of the development agreement addressing

the public improvements within this plat. Commissioner Dibben seconded the motion and it carried unanimously.

Item No. 4 – FP-02-02-13 – Final Plat for Quarry Addition a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval for Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas, and called for the staff report.

Mr. Yearout stated this plat simply allows for the redesign of a single lot that will modify easement areas and includes the strip of land outside the City limits, which, as noted in the zoning case discussed earlier, will be annexed into the City. There are no utility concerns and services to the lot will be addressed when a building permit is issued. There are no public sewers and an on-site wastewater system will be used similar to the condition on the replatting of the Stone Ridge Addition last year. Mr. Yearout stated that staff recommends approval of the plat as presented.

Mr. Leon Osbourn, Kaw Valley Engineering, stated he was present to represent Mr. Walker and answer any questions the Commission may have.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-02-01, the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 5 – SUP-02-01-13 – Public Hearing for a Special Use Permit to allow a worm farm as a business in the “RM” Multiple Family Residential District.

Vice-Chair Mortensen opened the public hearing on the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas, and called for the staff report.

Mr. Yearout stated Mr. Cox approached staff about establishing a worm farm in his basement as a home occupation. Mr. Cox was advised that a worm farm was not a permitted home occupation and the only way to establish such a use in a residence was to obtain a Special Use Permit. Following the application submission, Mr. Yearout stated staff obtained information from the County Appraiser’s Office indicating this property was being used for “apartment” purposes. Mr. Cox was contacted on this issue and subsequently revised the information at the Appraiser’s office, confirming this property is a single family home and not an apartment. Those records have been corrected.

Mr. Yearout stated the information provided by the applicant states he intends to sell "bait worms" to retail outlets; does not plan to have any signs; and his proposed operation will have "little or no traffic" effects. The proposed size of the operation and the handling of sales transactions are unclear; however, based on the research conducted by staff, this type of operation may be compatible as a basement business operation; provided adequate safeguards are attached to the approval.

Mr. Yearout stated he visited with County Extension Agent Chuck Otte and researched the internet concerning worm farming operations, and that information is contained in the staff report. That information shows the business of 'worm farming' can range from a basement operation up to highly commercialized. Mr. Otte's primary concern was that, in case of abandonment, the worm farm be removed from the basement. Based on the information reviewed, staff believes this type of operation can be operated safely in a basement so long as it remains fairly small and doesn't grow to any formal commercial-type operation.

Mr. Yearout stated staff is supportive of the Special Use Permit request; provided adequate measures are taken to limit the size and scope of the operation. As pointed out in the staff report, the applicant needs to articulate the extent to which he intends to operate the business; the amount of space and equipment to be used; whether outside or other employees might be anticipated; and what measures are being taken to remove the equipment and material if this operation does not work. In light of these unanswered issues, staff has not provided a specific recommendation nor specifically listed any conditions that might be applied to the Special Use Permit, if recommended for approval.

There being no questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Martin Cox, 226 East 12th Street, stated he intends the operation to be in the basement of his home. The basement is not finished as a living area; the walls are of quarry rock with a dirt floor. Mr. Cox indicated that if he ceased the operation, he would release them into his garden. Mr. Cox said he intends to start off small and if the business expands beyond the basement area, he will relocate. He stated he does not intend to have worms in any other part of his house.

Mr. Cox stated that he orders the worms on the internet and anticipates repackaging and resale to local and surrounding businesses. There will not be any additional incoming traffic because the worms are delivered by the Post Office with his normal mail delivery; and he will be delivering the worms to his customers.

In response to questions from the Commission, Mr. Cox stated he does not anticipate individual retail sales from his home; will probably use plastic containers for the worm beds; worms will be purchased from egg size up to five inches; he plans to be the 'middle' man and not 'grow' the worms to begin with, but will keep a supply on hand subject to demand; he will have no signs posted on the property; he will be feeding dry corn meal to avoid odor issues; and he will be living at the property.

There being no further appearances or questions of the applicant, Vice-Chair Mortensen closed the public hearing.

Discussion between the Commissioners and staff focused on areas of concern raised during the public hearing and the issues that need addressed as stipulations with the Special Use Permit. Vice-Chair Mortensen relayed his personal experiences of raising worms in his youth as part of a Boy Scout project, but was not certain of the complete relevance to this case other than he knew the operation could cause odor problems if not properly maintained and managed.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. SUP-02-01-13, the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned "RM" Multiple Family Residential District at 226 East 12th Street, be recommended for approval by the City Commission of Junction City, Kansas, subject to the following conditions:

1. No signs be allowed on the property;
2. The worm farm is to be limited to the basement area of the home and not expanded into any outside buildings;
3. No direct retail sales allowed to the public from the home; and
4. If the property is sold or the operation is abandoned, Mr. Cox is responsible to remove all the worm farm facility from the basement area.

Commissioner Dibben seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 6 – SUP-02-02-13 – Public Hearing for a Special Use Permit to allow a restaurant/catering business in the "IL" Light Industrial District.

Vice-Chair Mortensen called for the staff comments on this case.

Mr. Yearout stated that, due to an error in the legal notice, this case has been rescheduled to the regular March, 2013, meeting and no action necessary by the Commission.

Item No. 7 – Case No. TA-02-01-13 – Public Hearing to consider a Text Amendment to the Geary County Subdivision Regulations.

Vice-Chair Mortensen opened the public hearing on the application initiated by the Board of County Commissioners of Geary County to amend the Geary County Subdivision Regulations concerning certain agricultural lot split procedures, and called for the staff report.

Mr. Yearout stated this amendment would provide a process by which existing "homestead" sites on farms and ranches can be split from the balance of the property without creating an unusual parcel in order to meet the frontage requirements in the County Subdivision Regulations. This amendment establishes a new section in Article 3 of the Subdivision

Regulations called the "Homestead Agricultural Lot Split". The proposed language is set out in the staff report.

Mr. Yearout explained this procedure would allow the split without having to go through a rezoning and platting process. However, the significant difference between the "Agricultural Lot Split" and the proposed "Homestead Agricultural Lot Split" is the new procedures will require a full hearing by the MPC and final approval by the Board of County Commissioners. A traditional Agricultural Lot Split is approved by staff. This is intended to accommodate those former "homestead" locations that exist far off the public road system and it is not to be used to create new home sites that are accessible only by travel easements. This is considered to be acceptable because the process will permit reasonable division of the "homestead" site from the balance of the farm or ranch by recognizing existing conditions.

Mr. Yearout concluded by stating staff believes this text amendment will serve the best interests of the public and maintains the integrity of the Subdivision Regulations; therefore, staff recommends the MPC recommend approval of the amendment.

There being no questions of staff at this point, Vice-Chair Mortensen opened the meeting for public comment. There being no appearances, Vice-Chair Mortensen closed the public hearing.

In response to questions from the Commission members, Mr. Yearout stated there have been areas identified where this process will allow a land division to occur without imposing an unreasonable burden on the landowners or the County. This amendment is designed to accommodate situations where strict application of the Subdivision Regulations is not practical because of the required frontage of the new lot on an existing public road and the distance from the existing homestead site to the public road system.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. TA-02-01-13, the request initiated by the Board of County Commissioners to amend the Geary County Subdivision Regulations concerning certain Agricultural Lot Splits be recommended for approval by the Board of County Commissioners as recommended by staff and based on the information heard at this public hearing. Commissioner Watson seconded the motion and it carried unanimously.

4. OLD BUSINESS

Item No. 1 – Case No. TA-12-01-12 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to where churches, schools, and other places of assembly are authorized, and the process for approval, and called for the staff report.

Mr. Yearout stated this issue was first brought to the Commission for consideration back in July of 2012 based on concerns expressed by the Economic Development Commission regarding where churches and schools were permitted according to the City's Zoning Regulations. The staff report outlines the background on the inception and the various

concerns connected with this proposed text amendment. In short, current City Zoning Regulations have little to no control over the location of schools, churches or other places of assembly. Local jurisdictions must adhere to the federal Religious Land Use and Institutionalized Persons Act enacted in 2000.

Mr. Yearout stated copies of the current relative sections of the Zoning Regulations, and the proposed amendments were handed out just prior to the meeting. Mr. Yearout explained there are three main issues involved with the proposed text amendment. First is to add a definition for 'church' and for 'school'; second is to delete all references to churches and schools, as well as uses such as fraternal and service clubs and YMCA type uses; and third to allow consideration and approval only by Special Use Permit in certain zoning districts.

Mr. Yearout explained he has also incorporated the addition of "drug stores" as an allowable use in the "CG" General Commercial District. Staff has determined this use was erroneously left off the list at some point in the past. He also explained that some "clean-up" language referencing 'restaurants' or 'drinking establishments' is being included to be consistent with language within each commercial district. These proposals are shown in the copy provided for the Commissioners' review.

Mr. Yearout pointed out that the major part of the proposed text amendment deals with Article V, Special Use Permits. Specifically, in Section 445.160; staff is recommending the addition of paragraph "C" which lists recommended criteria to be considered by the Commission when reviewing a site plan. Mr. Yearout explained these guidelines help promote consistency and equal treatment for all applicants of Special Use Permits.

Mr. Yearout concluded by stating that staff believes the amendments are good for the City and recommends the MPC recommend approval of these text amendments to the City Commission.

Vice-Chair Mortensen asked if the separation distance between a school/church and a drinking establishment or restaurant serving alcoholic beverages was considered. Mr. Yearout stated the separation designation in the City's Zoning Regulations was not being amended. He explained the State laws dealing with this issue have been modified over the years; however, there are still some separation distance laws for cereal malt beverages on the books. The Special Use process will allow the City to evaluate the impact of a proposed church or school in relation to commercial areas better than what exists in the Zoning Regulations.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment. There being no appearances or further comments, Vice-Chair Mortensen closed the public hearing.

At the conclusion of a brief discussion among the Commissioners and staff, Vice-Chair Mortensen called for a motion.

Commissioner Watson moved that Case No. TA-12-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning the manner in which churches and schools can be approved, along with the other text adjustments, be recommended for approval by the City Commission of the City of Junction City as outlined by staff based on the

reasons set out in the staff report and as heard at this public hearing. Commissioner Mowry seconded the motion and it carried unanimously.

Item No. 2 – TA-01-01-13 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to the keeping of animals, and called for the staff report.

Mr. Yearout stated this issue is still being evaluated at the City staff level and the expected action on amendments to the City Code may not occur until April or May. Until it is known what language needs to be modified in the Zoning Regulations, staff recommends this issue be continued.

Commissioner Ryan moved that Case No. TA-01-01-03, the request to amend the Junction City Zoning Regulations concerning the keeping of animals be continued to the March, 2013, meeting. Commissioner Dibben seconded the motion and it carried unanimously.

THERE ARE NO CASES FOR THE BOARD OF ZONING APPEALS

5. GENERAL DISCUSSION

Item No. 1 – Update on status of MPO

Mr. Yearout stated the Flint Hills Metropolitan Planning Organization is being finalized this month. Information from KDOT indicates that all the local governmental entities and the KDOT Secretary have signed the Designation Agreement creating the MPO. The Kansas Attorney General must give final blessing to the document, which is expected to be routine. In response to questions, Mr. Yearout briefly explained the role of the Flint Hills Regional Council regarding the MPO. He also stated the Commission will be kept apprised of MPO actions regarding the Comprehensive Plan.

Item No. 2 – Comprehensive Plan Update Status

Mr. Yearout stated the Request for Qualifications/Request for Proposals (RFQ/RFP) was mailed and posted on several websites. Mr. Yearout stated he has visited with a couple of interested companies. The responses are due by February 22, 2013. It is anticipated to have a recommendation for a firm to hire to the City and County governing bodies at the first meetings in April, with work to begin shortly after that.

Mr. Yearout introduced Chris Clanahan, who is serving as an intern in the office. Mr. Clanahan is a student in Kansas State University's Master of Community and Regional Planning program and will be assisting with the Comprehensive Plan Update. Mr. Clanahan has already begun to gather relevant information and will be working with the staff and consultant through his time with the Department, which will run through the end of the spring semester.

Item No. 3 – Set public hearing for Annexation – 1205 Hoover Road

Mr. Yearout stated the staff report gives a brief history concerning this property and explains the reason behind the need to set the public hearing. He indicated that the property is zoned "SR" Suburban Residential in the county and the recommended zoning will be "RS" Suburban Residential District in the City. There being no questions, Vice-Chair Mortensen called for a motion.

Commissioner Ryan moved to set a public hearing to consider the appropriate zoning classification for property at 1205 Hoover Road for the March, 2013, meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 4 – Discuss request for Deannexation - James Didas; 2823 Rucker Road

Mr. Yearout indicated the staff report sets out the details surrounding the history of this property, starting with the annexation of this property in 2008 at the request of the then owner in anticipation of a development to be completed on the property. That proposed development never got past the platting stage because of the collapse of the economy; however, Rucker Road has been improved to City standards and all other city utilities have been constructed to or near the property.

Mr. Didas purchased this 35-acre tract with full knowledge that it was within the city limits. Prior to purchasing the property, he contacted city staff regarding the requirements for keeping farm animals. Mr. Didas was informed that the animals were allowed; however, the property must be fenced so no animals are kept within 100 feet of property lines abutting a city residential area.

Mr. Didas' request to deannex was discussed by the City Commission at two meetings. At the January 15, 2013, meeting, the City Commission unanimously voted to ask the MPC to review this request and make a recommendation regarding whether the property should be deannexed based upon the Comprehensive Plan and future growth and development plans for the City.

Mr. Yearout concluded by stating staff strongly recommends the request for deannexation be recommended for denial by the City Commission based on the information provided in the staff report. He informed the Commission this is not a mandatory action but the City Commission has asked for the MPC input. Mr. Yearout stated that Mr. Didas was present.

Mr. Didas stated he purchased this property knowing all the information staff reviewed. Mr. Didas stated that nothing has changed with the house and that it is still on a lagoon system. The available city sewer is approximately 700 feet away from his house and the balance of the property is open agricultural ground that is not going to be developed by him. Mr. Didas indicated he would like to have some cows and horses but felt he could not do that in the city. Mr. Didas said his is paying over \$2,000 per year in taxes for city services that he does not have and wants to use the property for agricultural purposes. Mr. Didas asked the Commission to recommend deannexation. He stated the property could always be annexed in the future if and when development actually occurred.

Mr. Yearout reminded the MPC and Mr. Didas the keeping of farm animals is allowed, but they must be kept 100-feet from the property line that abuts the city residential areas.

The MPC raised questions concerning the on-site wastewater systems; city fire and police protection; city utilities that are available in the area; the improvement of Rucker Road; the fact the property is surrounded on three sides by city limits; the fact Mr. Didas was aware the property was within the city limits before he bought the property; whether the 100-foot setback for farm animals on properties such as this was unreasonable and whether the possible amendment to the Zoning Regulations could modify that; and how this area might be identified in the upcoming review of the City's Comprehensive Plan.

Vice-Chair Mortensen stated that, in view of the fact a formal motion is not required; he asked for individual comments from each Commissioner.

Commissioner Moyer stated that the City has already significant financial investments in the immediate area with the improvement of Rucker Road and the availability of water and sewer utilities in the area. Also there is the benefit of Fire and Police protection from the City and the fact Mr. Didas was aware the property was within the City at time of purchase. Therefore, he believes the land should remain in the City and the deannexation be denied.

Commissioner Dibben stated he realizes the City has invested in improvements; however, being a farmer himself, if Mr. Didas wants to use the property for agricultural purposes, he should be allowed to. It was farm ground when annexed into the City and it has not changed since that time. He felt the property should be deannexed.

Commissioner Mowry stated that Mr. Didas knew it was in the City at time of purchase and the property is surrounded on three sides by the city. Therefore, he felt it seemed logical that it should stay within the City.

Commissioner Ryan stated the developer had control of the property when it was annexed in 2008 and intended to develop the property. The financial investment the City has incurred by improving Rucker Road and installing city water and sewer in the area are significant reasons why this property needs to remain in the City. He acknowledged this is a nice property, but it should remain in the city and not be deannexed.

Commissioner Watson stated this is a difficult situation that is a "heart versus head" decision. He said his heart agrees with Commissioner Dibben that a property owner should be able to do what he wants as long as he does not cause trouble for the surrounding neighbors. He further stated consideration needs to be given to lowering the 100-foot setback requirement for the fencing of animals. However, his head is saying that Mr. Didas did know it was in the City before he bought the property and, given the investment in utilities and services, it should remain in the City. He felt that if an area that is in the county but is surrounded by the city with all the improvements existing, then that county property should be annexed into the City and pay the appropriate taxes. This is an area that looks to be rural; however, because of the reasons stated by everyone, he felt this should remain in the city and not be deannexed.

Vice-Chair Mortensen stated he agreed with all the other statements made and, in particular, since this property is surrounded on three sides by property within the City and is already within the City limits, it should stay in because it will be developed at some point in time.

After additional discussion, it was the consensus of the MPC that the 100-foot setback requirement for fencing animals is excessive and a 30-foot setback seemed more reasonable. Additionally, the MPC felt a setback was necessary because this is generally not a fence

separating two pastures, but one side is the “greener grass” of someone’s yard. Mr. Yearout stated that provision will be included in the amendment still pending before the MPC.

6. ADJOURNMENT

There being no further business, Vice-Chair Mortensen declared the meeting adjourned at 9:00 p.m.

PASSED AND APPROVED this _____ day of March, 2013.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary

ORDINANCE NO. S-3116

AN ORDINANCE RELATING TO CERTAIN UNPLATTED LAND OUTSIDE THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS: REZONING SAID PROPERTY FROM COUNTY AGRICULTURAL (A) DISTRICT TO CITY PLANNED DEVELOPMENT DISTRICT (PDD) FOR RESIDENTIAL USE AND TO INCORPORATE SAID PROPERTY INTO THE CITY LIMITS OF THE CITY OF JUNCTION CITY, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. That this ordinance shall apply to the below described property, all situated outside the City of Junction City, Geary County, Kansas, and described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF N 00°00'00" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 375.00 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF THE REPLAT OF LOTS 2 THRU 11 COUNTRY CLUB HILLS, A FINAL PLAT TO JUNCTION CITY RECORDED AT THE REGISTER OF DEEDS OFFICE OF SAID COUNTY IN PLAT BOOK "D" PAGE 9; THENCE N 00°00'00" E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 375.00 FEET; THENCE S 89°35'23" E A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" E PARALLEL TO SAID EAST LINE OF LOT 8, A DISTANCE OF 350.00 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 8; THENCE S 63°45'49" W ALONG SAID NORTHEASTERLY PROLONGATION, A DISTANCE OF 55.74 FEET TO THE POINT OF BEGINNING. CONTAINS 0.42 ACRE, MORE OR LESS.

Section 2. That the above described property be annexed to the City Limits of the City of Junction City, Kansas.

Section 3. That said above described property be, and the same is hereby ordered rezoned from its present classification of (A) Agricultural in the Geary County Zoning Regulations to the Planned Development District (PDD) for residential use as provided in K.S.A. 12-757, based on the recommendation of the Metropolitan Planning Commission

Section 4. The Zoning Administrator of the City of Junction City, Kansas is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Planned Development District (PDD).

S-

Section 5. That the City Clerk of the City of Junction City, be, and is hereby directed, following the publication of the Ordinance, to secure proof of publication of the same and to file said proof and published copy of this Ordinance in the Office of the Register of Deeds of Geary County, Kansas, as provided by law.

Section 6. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- i. Consideration of Ordinance S-3117 regarding Case No. SUP-02-01-13, the request of Martin Cox for a Special Use Permit to establish a worm farm in the basement of his home at 226 East 12th Street.

City of Junction City

City Commission

Agenda Memo

March 19, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. SUP-02-01-13 – Consideration of a request for a Special Use Permit to allow a worm farm as a business in a home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas (S-3117)

Issue: Consideration of request of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas.

Explanation of Issue: Mr. Cox wishes to establish a worm farm in the basement of his home at 226 East 12th Street in Junction City, Kansas. Mr. Cox indicated this would be a small operation serving only existing retail sellers of fishing worms. If the business needs to expand in the future, Mr. Cox indicated he would find a new location. The Metropolitan Planning Commission held a public hearing on February 14, 2013, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted, subject to several conditions limiting the extent of the operation.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a Special Use Permit application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby granting the Special Use Permit subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the Special Use Permit.

Special Considerations: No one spoke in opposition to this request.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance that will grant the Special Use Permit.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3117, an ordinance granting a Special Use Permit to Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas, be approved.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of February 14, 2013
Staff Report
Ordinance S-3117

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**February 14, 2013
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Mike Ryan
John Moyer
Ken Mortensen
Chuck Mowry
Mike Watson

**Members
(Absent)**

Maureen Gustafson

**Staff
(Present)**

David Yearout
Shari Lenhart
Chris Clanahan

1. CALL TO ORDER & ROLL CALL

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. A quorum was declared present with all members except Chair Gustafson.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the revised minutes of the January 10, 2013, meeting, with revisions on page 5 correcting typographical errors. Commissioner Mowry seconded the motion and it passed unanimously.

3. NEW BUSINESS

Item No. 1 – Case No. Z-02-01-13 – Public Hearing to consider rezoning property from “IH” Heavy Industrial District to “CCS” Central Commercial Special District.

Vice-Chair Mortensen disclosed his employer has a business relationship with certain individuals on this application, but that will not affect his participation in this case and he feels there is no conflict of interests.

Vice-Chair Mortensen opened the public hearing on the application of Leon Baronda, owner, and Dyshant Banker, agent, to rezone the property at 411 East 8th Street from “IH” Heavy Industrial District to “CCS” Central Commercial Special District and called for the staff report.

Mr. Yearout reviewed the background and history information provided in the staff report for this property and the surrounding properties. Mr. Yearout noted the applicant wishes to convert the building at 411 East 8th Street into a restaurant, night club and bar. According to information obtained to date, Mr. Yearout noted this property has been used for storage purposes for years and was once an ice plant. It is shown as being zoned Heavy Industrial on

a Zoning Map from 1938, which shows it has been used for industrial-type purposes for decades. There are docks along the east side of the building for access by trucks.

The overall size of the building relative to the configuration and area of the lot presents challenges for any type of retail or commercial use. The building may have some "character" that could be converted into an interesting facility as proposed; however, given the size of the building, the proposed use will require a lot of parking and there is no room for parking to be provided on site. Additionally, the applicants have failed to provide any information on where and how they would provide the needed parking for this location.

Mr. Yearout stated that in zoning cases, the requirement is to evaluate the appropriateness of the proposed location for the uses that would be permitted if the zoning classification is changed. The Zoning Regulations set out guidelines to assist in making an appropriate decision. Those guidelines and staff's response are set out in detail in the staff report. Based on the reasons enumerated in the staff report, especially the lack of parking area, staff is recommending denial of a zone change for this property.

Dyshant Banker, representative for the investors, stated this property will be remodeled into a facility for multiple restaurants intended to serve the many people at Ft. Riley and this town that would like a nice place to go to have a good time for a family. Mr. Banker said he believed there was property across the street that could be acquired for parking, and the developers will try to buy surrounding lands for parking or possibly construct an elevated parking garage.

Mr. Banker said the building will be converted into four different areas for ultimate restaurant development. The plan is to not play heavy metal music. The investors are all from the military and want to have a nice, respectable, family facility. Mr. Dyshant stated the investors believe there is nothing to do in Junction City and people have to go to Manhattan to find this type of operation.

Mr. Dyshant stated he believed there is no industry in that area. The building is now empty and this development will allow it to be used. The plan is to start out small with one restaurant and bar and provide the needed parking for that. Additional land will be obtained for parking once the zoning is approved for the project.

Vice-Chair Mortensen noted Mr. Baronda, the landowner, and Jason Davis, another investor, in the audience and asked if they wished to speak. Both indicated in the negative. There being no further appearances, Vice-Chair Mortensen closed the public hearing and opened the matter for discussion among the Commission members.

Commissioner Dibben asked for clarification on the parking area. Mr. Baronda stated he owned additional property on the west up to the railroad and that would be specified parking for the initial start of the operation, and the land across the street would be secured for parking as well.

Commissioner Ryan stated that some of the area is owned by a trucking company to the south of 8th Street and any use of the area west of Mr. Baronda's building for parking cannot block access to that area. Mr. Banker stated they tried to contact that company but did not have much luck. He said the trucking company does not appear to use it a whole lot,

especially during the hours the club would be open. Mr. Yearout pointed out this is not an access drive but is actually a public street.

Commissioner Ryan also pointed out that an elevated parking garage may present a problem with the electrical poles in the area and assumes there is a power easement for those poles. Mr. Yearout stated most of the poles are in the public right-of-way or on land owned by Westar.

Commissioner Mowry referred to the history of 9th Street in the past with a lot of clubs and bars. The City went to a lot of effort into relocating the night clubs to Grant Avenue to better manage those uses and he believed this might be going back to that situation.

Mr. Banker stated they were not doing that type of entertainment. This facility would be a place where families can come, not a gentleman's club. Mr. Banker stated they are aware of the parking needs and will secure surrounding land for that parking because they anticipate many people from Manhattan, Abilene, Enterprise, Chapman and the surrounding community coming.

Vice-Chair Mortensen stated that the applicant indicates a certain type of restaurant, but the City has no control over the type of use, only that a drinking establishment would be permitted. Mr. Yearout stated that the proposed "CCS" District does not allow an adult entertainment facility, but other drinking establishments are permitted.

Commissioner Moyer stated he visited with the owner of Geary Grain, which owns the land on the north side of 8th Street, and they are concerned about keeping people from parking on their lot, which is already a problem. It is a concern because of the liability issues.

Mr. Banker stated the City needs to be more progressive and stop holding the progress back. This town is growing and the Commission needs to offer the town a future by approving this requested zoning change to allow development of a new family restaurant and fun center.

Vice-Chair Mortensen stated, in his opinion, it is not that the City could not use or support another restaurant, but the question is whether this is the right location.

Commissioner Watson stated he understands that the investors are working on providing parking arrangements; however, if the claimed verbal agreements fall through there are inadequate parking opportunities on-site. He stated he would be more supportive of the request if the applicants presented a contract with surrounding property owners willing to allow parking on their property subject to approval of the zoning allowing the development.

Mr. Baronda stated that he owned the property to the west that would allow some parking. Mr. Banker stated that if they get the zoning, then they are going ahead and negotiate with the owners to buy area for parking.

Mr. Yearout stated that in a situation like this, it is very appropriate for the applicants to obtain options subject to the zoning. Developers know to bring all the information in with the application showing that the supporting needs are met. Failure to provide that information with the application is too speculative.

Commissioner Moyer stated that he agrees with staff that this is not the appropriate location; the surrounding uses include a grain elevator, auto salvage, power substation and warehouses. The proposed family restaurant/entertainment facility does not seem to fit.

There being no further comments or discussion, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. Z-02-01-13, concerning the request of Leon Baronda, owner, requesting to rezone from "IH" Heavy Industrial District to "CCS" Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Mr. Yearout stated that this would be considered at the March 19, 2013, meeting of the City Commission.

Item No. 2 – Case No. Z-02-02-13 – Public Hearing to consider rezoning property from "A" Agricultural District to "PDD" Planned Development District.

Vice-Chair Mortensen opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District and request the annexation thereof, and called for the staff report.

Mr. Yearout explained that this deals with a "land swap" between Mr. Walker and the owners of the adjacent golf course. As stated in the staff report, the two owners have exchanged tracts of land because of how the land is actually used. Mr. Walker's land was occupied by portions of the golf course and the land owned by the golf course is not used as part of the golf course layout. This action is to recommend the appropriate zoning classification in conjunction with the annexation of the land, which is included in a replatting that will be considered later on this agenda. The proposed "PDD" is how the adjoining land is zoned and this property will be incorporated into the existing lot in the Country Club Hills Addition through the replatting. Mr. Yearout concluded by stating staff is recommending approval of the rezoning and annexation for the reasons stated in the staff report.

Vice-Chair Mortensen asked for questions or comments from the audience.

Mr. Leon Osbourn, Kaw Valley Engineering and agent, stated he was present to represent Mr. Walker and that he had nothing further to add to Mr. Yearout's comments, but would be happy to answer any questions.

There being no further appearances, questions or comments, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-02-02-13, concerning the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing; and that the property be annexed

into the City of Junction City, Kansas. Commissioner Mowry seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 3 – FP-02-01-13 - Final Plat for Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval for the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas, as amended and called for the staff report.

Mr. Yearout stated this property is located on the east side of Spring Valley Road and north of Ponca Drive. In March of 2012, the Metropolitan Planning Commission approved a final plat of Quarry Oaks Addition containing 11.36 acres including this property and other land north on Navajo Drive; however, the developer requested the plat be withdrawn prior to submission to the City Commission. The developer now wishes to reduce the original proposal to just the four lots along Spring Valley Road as identified on the revised plat.

Mr. Yearout stated this final plat is in conformance with the approved preliminary plat of this addition and no alterations or changes were made relative to these four lots. When the remainder of the land is platted north of Navajo Drive, there may be some modifications to what was originally proposed.

Mr. Yearout noted the developer proposes to privately pay for the extension of public utilities serving this development; therefore, no benefit district or public financing will be required. As required, a Development Agreement will be prepared and submitted along with the final plat to the City Commission. Mr. Yearout concluded by stating that staff is recommending approval of this plat as presented.

There being no questions of staff, Vice-Chair Mortensen asked if there was anyone present wishing to speak on this matter.

Mr. Leon Osbourn, Kaw Valley Engineering, representing the applicant, stated the developer believes there is a strong market of buyers wanting one-half to one acre lots; therefore, the developer has decided to request final platting on just these four lots. Future development of the unplatted property to the east will depend on the housing market demand.

There being no other appearances, comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-01-13, the application of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval of Quarry Oaks Addition, Unit No. 1, located on the east side of Spring Valley Road and north of Ponca Drive, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance upon completion of the development agreement addressing

the public improvements within this plat. Commissioner Dibben seconded the motion and it carried unanimously.

Item No. 4 – FP-02-02-13 – Final Plat for Quarry Addition a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval for Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas, and called for the staff report.

Mr. Yearout stated this plat simply allows for the redesign of a single lot that will modify easement areas and includes the strip of land outside the City limits, which, as noted in the zoning case discussed earlier, will be annexed into the City. There are no utility concerns and services to the lot will be addressed when a building permit is issued. There are no public sewers and an on-site wastewater system will be used similar to the condition on the replatting of the Stone Ridge Addition last year. Mr. Yearout stated that staff recommends approval of the plat as presented.

Mr. Leon Osbourn, Kaw Valley Engineering, stated he was present to represent Mr. Walker and answer any questions the Commission may have.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-02-01, the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 5 – SUP-02-01-13 – Public Hearing for a Special Use Permit to allow a worm farm as a business in the “RM” Multiple Family Residential District.

Vice-Chair Mortensen opened the public hearing on the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas, and called for the staff report.

Mr. Yearout stated Mr. Cox approached staff about establishing a worm farm in his basement as a home occupation. Mr. Cox was advised that a worm farm was not a permitted home occupation and the only way to establish such a use in a residence was to obtain a Special Use Permit. Following the application submission, Mr. Yearout stated staff obtained information from the County Appraiser’s Office indicating this property was being used for “apartment” purposes. Mr. Cox was contacted on this issue and subsequently revised the information at the Appraiser’s office, confirming this property is a single family home and not an apartment. Those records have been corrected.

Mr. Yearout stated the information provided by the applicant states he intends to sell "bait worms" to retail outlets; does not plan to have any signs; and his proposed operation will have "little or no traffic" effects. The proposed size of the operation and the handling of sales transactions are unclear; however, based on the research conducted by staff, this type of operation may be compatible as a basement business operation; provided adequate safeguards are attached to the approval.

Mr. Yearout stated he visited with County Extension Agent Chuck Otte and researched the internet concerning worm farming operations, and that information is contained in the staff report. That information shows the business of 'worm farming' can range from a basement operation up to highly commercialized. Mr. Otte's primary concern was that, in case of abandonment, the worm farm be removed from the basement. Based on the information reviewed, staff believes this type of operation can be operated safely in a basement so long as it remains fairly small and doesn't grow to any formal commercial-type operation.

Mr. Yearout stated staff is supportive of the Special Use Permit request; provided adequate measures are taken to limit the size and scope of the operation. As pointed out in the staff report, the applicant needs to articulate the extent to which he intends to operate the business; the amount of space and equipment to be used; whether outside or other employees might be anticipated; and what measures are being taken to remove the equipment and material if this operation does not work. In light of these unanswered issues, staff has not provided a specific recommendation nor specifically listed any conditions that might be applied to the Special Use Permit, if recommended for approval.

There being no questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Martin Cox, 226 East 12th Street, stated he intends the operation to be in the basement of his home. The basement is not finished as a living area; the walls are of quarry rock with a dirt floor. Mr. Cox indicated that if he ceased the operation, he would release them into his garden. Mr. Cox said he intends to start off small and if the business expands beyond the basement area, he will relocate. He stated he does not intend to have worms in any other part of his house.

Mr. Cox stated that he orders the worms on the internet and anticipates repackaging and resale to local and surrounding businesses. There will not be any additional incoming traffic because the worms are delivered by the Post Office with his normal mail delivery; and he will be delivering the worms to his customers.

In response to questions from the Commission, Mr. Cox stated he does not anticipate individual retail sales from his home; will probably use plastic containers for the worm beds; worms will be purchased from egg size up to five inches; he plans to be the 'middle' man and not 'grow' the worms to begin with, but will keep a supply on hand subject to demand; he will have no signs posted on the property; he will be feeding dry corn meal to avoid odor issues; and he will be living at the property.

There being no further appearances or questions of the applicant, Vice-Chair Mortensen closed the public hearing.

Discussion between the Commissioners and staff focused on areas of concern raised during the public hearing and the issues that need addressed as stipulations with the Special Use Permit. Vice-Chair Mortensen relayed his personal experiences of raising worms in his youth as part of a Boy Scout project, but was not certain of the complete relevance to this case other than he knew the operation could cause odor problems if not properly maintained and managed.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. SUP-02-01-13, the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned "RM" Multiple Family Residential District at 226 East 12th Street, be recommended for approval by the City Commission of Junction City, Kansas, subject to the following conditions:

1. No signs be allowed on the property;
2. The worm farm is to be limited to the basement area of the home and not expanded into any outside buildings;
3. No direct retail sales allowed to the public from the home; and
4. If the property is sold or the operation is abandoned, Mr. Cox is responsible to remove all the worm farm facility from the basement area.

Commissioner Dibben seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 6 – SUP-02-02-13 – Public Hearing for a Special Use Permit to allow a restaurant/catering business in the "IL" Light Industrial District.

Vice-Chair Mortensen called for the staff comments on this case.

Mr. Yearout stated that, due to an error in the legal notice, this case has been rescheduled to the regular March, 2013, meeting and no action necessary by the Commission.

Item No. 7 – Case No. TA-02-01-13 – Public Hearing to consider a Text Amendment to the Geary County Subdivision Regulations.

Vice-Chair Mortensen opened the public hearing on the application initiated by the Board of County Commissioners of Geary County to amend the Geary County Subdivision Regulations concerning certain agricultural lot split procedures, and called for the staff report.

Mr. Yearout stated this amendment would provide a process by which existing "homestead" sites on farms and ranches can be split from the balance of the property without creating an unusual parcel in order to meet the frontage requirements in the County Subdivision Regulations. This amendment establishes a new section in Article 3 of the Subdivision

Regulations called the "Homestead Agricultural Lot Split". The proposed language is set out in the staff report.

Mr. Yearout explained this procedure would allow the split without having to go through a rezoning and platting process. However, the significant difference between the "Agricultural Lot Split" and the proposed "Homestead Agricultural Lot Split" is the new procedures will require a full hearing by the MPC and final approval by the Board of County Commissioners. A traditional Agricultural Lot Split is approved by staff. This is intended to accommodate those former "homestead" locations that exist far off the public road system and it is not to be used to create new home sites that are accessible only by travel easements. This is considered to be acceptable because the process will permit reasonable division of the "homestead" site from the balance of the farm or ranch by recognizing existing conditions.

Mr. Yearout concluded by stating staff believes this text amendment will serve the best interests of the public and maintains the integrity of the Subdivision Regulations; therefore, staff recommends the MPC recommend approval of the amendment.

There being no questions of staff at this point, Vice-Chair Mortensen opened the meeting for public comment. There being no appearances, Vice-Chair Mortensen closed the public hearing.

In response to questions from the Commission members, Mr. Yearout stated there have been areas identified where this process will allow a land division to occur without imposing an unreasonable burden on the landowners or the County. This amendment is designed to accommodate situations where strict application of the Subdivision Regulations is not practical because of the required frontage of the new lot on an existing public road and the distance from the existing homestead site to the public road system.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. TA-02-01-13, the request initiated by the Board of County Commissioners to amend the Geary County Subdivision Regulations concerning certain Agricultural Lot Splits be recommended for approval by the Board of County Commissioners as recommended by staff and based on the information heard at this public hearing. Commissioner Watson seconded the motion and it carried unanimously.

4. OLD BUSINESS

Item No. 1 – Case No. TA-12-01-12 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to where churches, schools, and other places of assembly are authorized, and the process for approval, and called for the staff report.

Mr. Yearout stated this issue was first brought to the Commission for consideration back in July of 2012 based on concerns expressed by the Economic Development Commission regarding where churches and schools were permitted according to the City's Zoning Regulations. The staff report outlines the background on the inception and the various

concerns connected with this proposed text amendment. In short, current City Zoning Regulations have little to no control over the location of schools, churches or other places of assembly. Local jurisdictions must adhere to the federal Religious Land Use and Institutionalized Persons Act enacted in 2000.

Mr. Yearout stated copies of the current relative sections of the Zoning Regulations, and the proposed amendments were handed out just prior to the meeting. Mr. Yearout explained there are three main issues involved with the proposed text amendment. First is to add a definition for 'church' and for 'school'; second is to delete all references to churches and schools, as well as uses such as fraternal and service clubs and YMCA type uses; and third to allow consideration and approval only by Special Use Permit in certain zoning districts.

Mr. Yearout explained he has also incorporated the addition of "drug stores" as an allowable use in the "CG" General Commercial District. Staff has determined this use was erroneously left off the list at some point in the past. He also explained that some "clean-up" language referencing 'restaurants' or 'drinking establishments' is being included to be consistent with language within each commercial district. These proposals are shown in the copy provided for the Commissioners' review.

Mr. Yearout pointed out that the major part of the proposed text amendment deals with Article V, Special Use Permits. Specifically, in Section 445.160; staff is recommending the addition of paragraph "C" which lists recommended criteria to be considered by the Commission when reviewing a site plan. Mr. Yearout explained these guidelines help promote consistency and equal treatment for all applicants of Special Use Permits.

Mr. Yearout concluded by stating that staff believes the amendments are good for the City and recommends the MPC recommend approval of these text amendments to the City Commission.

Vice-Chair Mortensen asked if the separation distance between a school/church and a drinking establishment or restaurant serving alcoholic beverages was considered. Mr. Yearout stated the separation designation in the City's Zoning Regulations was not being amended. He explained the State laws dealing with this issue have been modified over the years; however, there are still some separation distance laws for cereal malt beverages on the books. The Special Use process will allow the City to evaluate the impact of a proposed church or school in relation to commercial areas better than what exists in the Zoning Regulations.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment. There being no appearances or further comments, Vice-Chair Mortensen closed the public hearing.

At the conclusion of a brief discussion among the Commissioners and staff, Vice-Chair Mortensen called for a motion.

Commissioner Watson moved that Case No. TA-12-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning the manner in which churches and schools can be approved, along with the other text adjustments, be recommended for approval by the City Commission of the City of Junction City as outlined by staff based on the

reasons set out in the staff report and as heard at this public hearing. Commissioner Mowry seconded the motion and it carried unanimously.

Item No. 2 – TA-01-01-13 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to the keeping of animals, and called for the staff report.

Mr. Yearout stated this issue is still being evaluated at the City staff level and the expected action on amendments to the City Code may not occur until April or May. Until it is known what language needs to be modified in the Zoning Regulations, staff recommends this issue be continued.

Commissioner Ryan moved that Case No. TA-01-01-03, the request to amend the Junction City Zoning Regulations concerning the keeping of animals be continued to the March, 2013, meeting. Commissioner Dibben seconded the motion and it carried unanimously.

THERE ARE NO CASES FOR THE BOARD OF ZONING APPEALS

5. GENERAL DISCUSSION

Item No. 1 – Update on status of MPO

Mr. Yearout stated the Flint Hills Metropolitan Planning Organization is being finalized this month. Information from KDOT indicates that all the local governmental entities and the KDOT Secretary have signed the Designation Agreement creating the MPO. The Kansas Attorney General must give final blessing to the document, which is expected to be routine. In response to questions, Mr. Yearout briefly explained the role of the Flint Hills Regional Council regarding the MPO. He also stated the Commission will be kept apprised of MPO actions regarding the Comprehensive Plan.

Item No. 2 – Comprehensive Plan Update Status

Mr. Yearout stated the Request for Qualifications/Request for Proposals (RFQ/RFP) was mailed and posted on several websites. Mr. Yearout stated he has visited with a couple of interested companies. The responses are due by February 22, 2013. It is anticipated to have a recommendation for a firm to hire to the City and County governing bodies at the first meetings in April, with work to begin shortly after that.

Mr. Yearout introduced Chris Clanahan, who is serving as an intern in the office. Mr. Clanahan is a student in Kansas State University's Master of Community and Regional Planning program and will be assisting with the Comprehensive Plan Update. Mr. Clanahan has already begun to gather relevant information and will be working with the staff and consultant through his time with the Department, which will run through the end of the spring semester.

Item No. 3 – Set public hearing for Annexation – 1205 Hoover Road

Mr. Yearout stated the staff report gives a brief history concerning this property and explains the reason behind the need to set the public hearing. He indicated that the property is zoned "SR" Suburban Residential in the county and the recommended zoning will be "RS" Suburban Residential District in the City. There being no questions, Vice-Chair Mortensen called for a motion.

Commissioner Ryan moved to set a public hearing to consider the appropriate zoning classification for property at 1205 Hoover Road for the March, 2013, meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 4 – Discuss request for Deannexation - James Didas; 2823 Rucker Road

Mr. Yearout indicated the staff report sets out the details surrounding the history of this property, starting with the annexation of this property in 2008 at the request of the then owner in anticipation of a development to be completed on the property. That proposed development never got past the platting stage because of the collapse of the economy; however, Rucker Road has been improved to City standards and all other city utilities have been constructed to or near the property.

Mr. Didas purchased this 35-acre tract with full knowledge that it was within the city limits. Prior to purchasing the property, he contacted city staff regarding the requirements for keeping farm animals. Mr. Didas was informed that the animals were allowed; however, the property must be fenced so no animals are kept within 100 feet of property lines abutting a city residential area.

Mr. Didas' request to deannex was discussed by the City Commission at two meetings. At the January 15, 2013, meeting, the City Commission unanimously voted to ask the MPC to review this request and make a recommendation regarding whether the property should be deannexed based upon the Comprehensive Plan and future growth and development plans for the City.

Mr. Yearout concluded by stating staff strongly recommends the request for deannexation be recommended for denial by the City Commission based on the information provided in the staff report. He informed the Commission this is not a mandatory action but the City Commission has asked for the MPC input. Mr. Yearout stated that Mr. Didas was present.

Mr. Didas stated he purchased this property knowing all the information staff reviewed. Mr. Didas stated that nothing has changed with the house and that it is still on a lagoon system. The available city sewer is approximately 700 feet away from his house and the balance of the property is open agricultural ground that is not going to be developed by him. Mr. Didas indicated he would like to have some cows and horses but felt he could not do that in the city. Mr. Didas said his is paying over \$2,000 per year in taxes for city services that he does not have and wants to use the property for agricultural purposes. Mr. Didas asked the Commission to recommend deannexation. He stated the property could always be annexed in the future if and when development actually occurred.

Mr. Yearout reminded the MPC and Mr. Didas the keeping of farm animals is allowed, but they must be kept 100-feet from the property line that abuts the city residential areas.

The MPC raised questions concerning the on-site wastewater systems; city fire and police protection; city utilities that are available in the area; the improvement of Rucker Road; the fact the property is surrounded on three sides by city limits; the fact Mr. Didas was aware the property was within the city limits before he bought the property; whether the 100-foot setback for farm animals on properties such as this was unreasonable and whether the possible amendment to the Zoning Regulations could modify that; and how this area might be identified in the upcoming review of the City's Comprehensive Plan.

Vice-Chair Mortensen stated that, in view of the fact a formal motion is not required; he asked for individual comments from each Commissioner.

Commissioner Moyer stated that the City has already significant financial investments in the immediate area with the improvement of Rucker Road and the availability of water and sewer utilities in the area. Also there is the benefit of Fire and Police protection from the City and the fact Mr. Didas was aware the property was within the City at time of purchase. Therefore, he believes the land should remain in the City and the deannexation be denied.

Commissioner Dibben stated he realizes the City has invested in improvements; however, being a farmer himself, if Mr. Didas wants to use the property for agricultural purposes, he should be allowed to. It was farm ground when annexed into the City and it has not changed since that time. He felt the property should be deannexed.

Commissioner Mowry stated that Mr. Didas knew it was in the City at time of purchase and the property is surrounded on three sides by the city. Therefore, he felt it seemed logical that it should stay within the City.

Commissioner Ryan stated the developer had control of the property when it was annexed in 2008 and intended to develop the property. The financial investment the City has incurred by improving Rucker Road and installing city water and sewer in the area are significant reasons why this property needs to remain in the City. He acknowledged this is a nice property, but it should remain in the city and not be deannexed.

Commissioner Watson stated this is a difficult situation that is a "heart versus head" decision. He said his heart agrees with Commissioner Dibben that a property owner should be able to do what he wants as long as he does not cause trouble for the surrounding neighbors. He further stated consideration needs to be given to lowering the 100-foot setback requirement for the fencing of animals. However, his head is saying that Mr. Didas did know it was in the City before he bought the property and, given the investment in utilities and services, it should remain in the City. He felt that if an area that is in the county but is surrounded by the city with all the improvements existing, then that county property should be annexed into the City and pay the appropriate taxes. This is an area that looks to be rural; however, because of the reasons stated by everyone, he felt this should remain in the city and not be deannexed.

Vice-Chair Mortensen stated he agreed with all the other statements made and, in particular, since this property is surrounded on three sides by property within the City and is already within the City limits, it should stay in because it will be developed at some point in time.

After additional discussion, it was the consensus of the MPC that the 100-foot setback requirement for fencing animals is excessive and a 30-foot setback seemed more reasonable. Additionally, the MPC felt a setback was necessary because this is generally not a fence

separating two pastures, but one side is the “greener grass” of someone’s yard. Mr. Yearout stated that provision will be included in the amendment still pending before the MPC.

6. ADJOURNMENT

There being no further business, Vice-Chair Mortensen declared the meeting adjourned at 9:00 p.m.

PASSED AND APPROVED this _____ day of March, 2013.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary



226 E. 12th St.
Date: SUP-02-01-13 ~ Cox

Geary County makes every effort to produce and publish the most current and accurate information possible. This information is furnished as a public service. The information must be accepted and used by the recipient with the understanding that the data was developed and collected for the purpose of developing property valuations, using the criteria of fair market value, as required by the State of Kansas. The Appraised Value and Tax information are updated at different times during the year and, therefore, may not always reflect same year values. Geary County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty regarding the completeness or accuracy of the data.
 Note: Acreage and Square Footage data shown are approximate and may not be consistent with records maintained for appraisal purposes.
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 Data sources: Geary County, Kansas Government, City of Junction City, Kansas Geographic Information System (KAGIS), USDA.

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**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

February 14, 2013

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-02-01-13 – Request for a Special Use Permit to allow a worm farm as a business in a home at 226 East 12th Street that is zoned “RM” Multiple Family Residential District.

This is the request of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas. Mr. Cox approached staff concerning the idea of establishing a worm farm in his basement as a home occupation. Staff advised this was not a type of home occupation that was listed, but Mr. Cox was welcome to pursue a Special Use Permit; hence, this application.

According to the County Appraiser’s Office records, the residence has a total of 1,579 square feet of area, with 392 square feet being the “finished basement”. The Appraiser’s Office staff indicates this apparently is not a “high finished” area, but is considered a usable finished area. Additionally, the records indicate it is used as an apartment and that the home is classified as being used for “apartment” purposes. If that is no longer the case, the applicant needs to provide that information to the MPC for this case; and probably needs to contact the County Appraiser’s Office to rectify the records there.

Concerning the substance of the request, worm farming is known as “vermiculture” and is recognized as a legitimate business. The following information was obtained from the website “Worm Farming Information”:

Worm farming has been around for years on various scales. While the reasons for worm farming are not widely known, those who participate are big believers in the benefits that these worms have on the environment.

Many worm farmers commercially culture worms for profit. Specific breeds of worms are bred and are typically kept in breed specific quarters. Commercially raised worms are typically sold for composting. Some worm farmers distribute to landfills providing a natural method for composting waste.

These specifically bred worms are also used for soil fertilization. As worms dig through the soil, they aerate and stir up the soil carrying water with them. The waste that is composted by the worms is broken down into a substance that can be better used by the soil, improving the fertilization of the soil. A healthy soil is then produced for better growing plants, vegetables and crops.

In recent years, the supply of worm farming equipment and accessories has made it easier for individuals to make a hobby of this technique. Household sized bins are on the market in a variety of shapes and sizes. Home owners and apartment dwellers have been given the opportunity to raise their own worms for waste compost and soil fertilization.

Worm farming provides worms with a nutrient rich diet of what many times is thrown out with the garbage including discarded fruits and vegetables. Other compostable materials include paper products and cotton rags, leaves, egg shells and hair. Excreted by the worm is a nutrient rich substance called vermicompost or worm compost.

Worms are also farmed for bait. Small bait and tackle shops often receive their livestock inventory from worm farmers providing fishermen with various worms to use as live bait. Fishermen who fish on a larger scale than the hobbyist often use these worms for bait for anglers and other large catches.

Many different worms are available depending on the job. Each variety of worms is used for its own reasons. Red worms are commonly used for composting while the Belgian worms are good for both composting and bait. Home owners looking for worms to keep in lawns and flower beds will find success with Night Crawlers and Wigglers.

Worm farming can also be an excellent educational tool. As using worms provide a more space effective way for composting, small kits can be purchased and even hand made to be used in a classroom setting. Students are able to participate in the project learning about how composting occurs. Using natural methods for composting and reducing waste in landfills is easily demonstrated by classroom worm farms.

Worms can be farmed just about anywhere. With the various systems available on the market today, home owners can raise their own supply of worms outside or in an apartment. Providing the correct amount of moisture, light, bedding, temperature and food will ensure a long living worm population. In return, the reward will be a natural way for composting without filling up local landfills. As a result, nutrient rich soil is provided that can be used right away or stored for use during gardening season.

According to research conducted by staff, this operation can be operated safely in a basement or garage so long as it remains fairly small. Commercial operations can get rather intensive and

take more space and employees. The information provided by the applicant does not provide any information regarding the scale of the proposed operation. All that is stated is the intent to establish a process to have “bait worms” that will be sold to retail outlets. The operation will have storage for the containers to be used in this process and the applicant indicates no signs advertising the business will be placed on the property. The statement of the applicant that this operation will have “little or no traffic” needs additional clarification as to what is meant.

Based on the research and other information obtained, including discussions with County Agent Chuck Otte, staff believes this can be an operation that will be compatible as a basement business operation provided it remains fairly small and adequate assurances are provided to remove all equipment and products if the operation ceases. Mr. Otte only raised concerns of the impacts if the materials were “left behind” if abandoned.

Staff Recommendation: Provided the applicant satisfies the MPC this is no longer an apartment, staff recommends the Special Use Permit be recommended for approval; provided adequate measures are taken to limit the size and scope of the operation. The applicant needs to articulate the extent to which he intends to operate this business; the amount of space and equipment to be used; whether outside or other employees might be anticipated; and what measures are being taken to remove the equipment and material if this does not work.

Suggested Motion:

I move that Case No. SUP-02-01-13, the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, be recommended for approval by the City Commission of Junction City, Kansas, subject to the following conditions: .

ORDINANCE NO. S-3117

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A WORM FARM ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Martin Cox, owner, requesting a Special Use Permit to allow the establishment of a worm farm at his residential property located at 226 East 12th Street, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City and Geary County conducted a public hearing on Case No. SUP-02-01-13, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on February 14, 2013; and,

WHEREAS, the Metropolitan Planning Commission has recommended that the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to allow the establishment of a worm farm at his residential property located at 226 East 12th Street, Junction City, Kansas, be approved, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of a worm farm at his residential property located at 226 East 12th Street, Junction City, Kansas, subject to the conditions and restrictions listed herein:

The east 9 feet of Lot 28 and all of Lots 29 and 30, Block 57 of the Railroad Addition to the City of Junction City, Geary County, Kansas.

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

- A. No signs be allowed on the property;
- B. The worm farm is to be limited to the basement area of the home and not expanded into any outside buildings;
- C. No direct retail sales allowed to the public from the home; and
- D. If the property is sold or the operation is abandoned, Mr. Cox is responsible to remove all the worm farm facility from the basement area.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

Section 4. That this Ordinance shall be in full force and effect from and after it publication once in the official city newspaper.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2013.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- j. Consideration of Case No. FP-02-02-13, Final Plat approval of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 of Country Club Hills Addition and certain unplatted lands, to the City of Junction City, Kansas..

City of Junction City

City Commission

Agenda Memo

March 19, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. FP-02-02-13, Final Plat – Quarry Addition

Issue: Consideration of approval of the Final Plat of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills Addition and certain Unplatted Land to the City of Junction City, Geary County, Kansas, and the approval of the Development Agreement.

Explanation of Issue: This is the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, for the approval of the final plat of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills Addition and certain Unplatted Land to the City of Junction City, Geary County, Kansas, and the approval of the Development Agreement. This plat will create four new lots along the east side of Spring Valley Road. The lots will be connected to City water and sanitary sewer systems and all other utilities are in place to service the homes. The Development Agreement addresses the manner in which all City utility services will be extended at the cost of the owner.

At the February 14, 2013, meeting, by unanimous vote of the members present, the Metropolitan Planning Commission approved the Final Plat of the Quarry Addition to the City of Junction City, Kansas, subject to completion of a Developer's Agreement to the satisfaction of the City. A copy of the staff report is attached, and the Developer's Agreement has been agreed to and is presented for action with the plat.

Alternatives: In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon.

Staff Recommendation: Approve the Final Plat of the Quarry Addition and authorize the Mayor and City Clerk to sign accordingly, and accept the Developer's Agreement and authorize the Mayor and City Clerk to sign accordingly.

Suggested Motion:

Commissioner _____ moved that the Final Plat of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills Addition and certain Unplatted Land to the City of Junction City, Geary County, Kansas, be approved, the Mayor and City Clerk be authorized to sign the plat accepting the dedications thereon, and authorize the Mayor and City Clerk to sign the Developer's Agreement for said plat.

Commissioner _____ seconded the motion.

Enclosures:

Copy of Minutes of the February 14, 2013, MPC meeting.
Copy of Staff Report
Copy of Development Agreement
Copy of Plat of Quarry Addition

**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

**February 14, 2013
7:00 p.m.**

**Members
(Present)**

Brandon Dibben
Mike Ryan
John Moyer
Ken Mortensen
Chuck Mowry
Mike Watson

**Members
(Absent)**

Maureen Gustafson

**Staff
(Present)**

David Yearout
Shari Lenhart
Chris Clanahan

1. CALL TO ORDER & ROLL CALL

Vice-Chair Mortensen called the meeting to order at 7:00 p.m. A quorum was declared present with all members except Chair Gustafson.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the revised minutes of the January 10, 2013, meeting, with revisions on page 5 correcting typographical errors. Commissioner Mowry seconded the motion and it passed unanimously.

3. NEW BUSINESS

Item No. 1 – Case No. Z-02-01-13 – Public Hearing to consider rezoning property from “IH” Heavy Industrial District to “CCS” Central Commercial Special District.

Vice-Chair Mortensen disclosed his employer has a business relationship with certain individuals on this application, but that will not affect his participation in this case and he feels there is no conflict of interests.

Vice-Chair Mortensen opened the public hearing on the application of Leon Baronda, owner, and Dyshant Banker, agent, to rezone the property at 411 East 8th Street from “IH” Heavy Industrial District to “CCS” Central Commercial Special District and called for the staff report.

Mr. Yearout reviewed the background and history information provided in the staff report for this property and the surrounding properties. Mr. Yearout noted the applicant wishes to convert the building at 411 East 8th Street into a restaurant, night club and bar. According to information obtained to date, Mr. Yearout noted this property has been used for storage purposes for years and was once an ice plant. It is shown as being zoned Heavy Industrial on

a Zoning Map from 1938, which shows it has been used for industrial-type purposes for decades. There are docks along the east side of the building for access by trucks.

The overall size of the building relative to the configuration and area of the lot presents challenges for any type of retail or commercial use. The building may have some "character" that could be converted into an interesting facility as proposed; however, given the size of the building, the proposed use will require a lot of parking and there is no room for parking to be provided on site. Additionally, the applicants have failed to provide any information on where and how they would provide the needed parking for this location.

Mr. Yearout stated that in zoning cases, the requirement is to evaluate the appropriateness of the proposed location for the uses that would be permitted if the zoning classification is changed. The Zoning Regulations set out guidelines to assist in making an appropriate decision. Those guidelines and staff's response are set out in detail in the staff report. Based on the reasons enumerated in the staff report, especially the lack of parking area, staff is recommending denial of a zone change for this property.

Dyshant Banker, representative for the investors, stated this property will be remodeled into a facility for multiple restaurants intended to serve the many people at Ft. Riley and this town that would like a nice place to go to have a good time for a family. Mr. Banker said he believed there was property across the street that could be acquired for parking, and the developers will try to buy surrounding lands for parking or possibly construct an elevated parking garage.

Mr. Banker said the building will be converted into four different areas for ultimate restaurant development. The plan is to not play heavy metal music. The investors are all from the military and want to have a nice, respectable, family facility. Mr. Dyshant stated the investors believe there is nothing to do in Junction City and people have to go to Manhattan to find this type of operation.

Mr. Dyshant stated he believed there is no industry in that area. The building is now empty and this development will allow it to be used. The plan is to start out small with one restaurant and bar and provide the needed parking for that. Additional land will be obtained for parking once the zoning is approved for the project.

Vice-Chair Mortensen noted Mr. Baronda, the landowner, and Jason Davis, another investor, in the audience and asked if they wished to speak. Both indicated in the negative. There being no further appearances, Vice-Chair Mortensen closed the public hearing and opened the matter for discussion among the Commission members.

Commissioner Dibben asked for clarification on the parking area. Mr. Baronda stated he owned additional property on the west up to the railroad and that would be specified parking for the initial start of the operation, and the land across the street would be secured for parking as well.

Commissioner Ryan stated that some of the area is owned by a trucking company to the south of 8th Street and any use of the area west of Mr. Baronda's building for parking cannot block access to that area. Mr. Banker stated they tried to contact that company but did not have much luck. He said the trucking company does not appear to use it a whole lot,

especially during the hours the club would be open. Mr. Yearout pointed out this is not an access drive but is actually a public street.

Commissioner Ryan also pointed out that an elevated parking garage may present a problem with the electrical poles in the area and assumes there is a power easement for those poles. Mr. Yearout stated most of the poles are in the public right-of-way or on land owned by Westar.

Commissioner Mowry referred to the history of 9th Street in the past with a lot of clubs and bars. The City went to a lot of effort into relocating the night clubs to Grant Avenue to better manage those uses and he believed this might be going back to that situation.

Mr. Banker stated they were not doing that type of entertainment. This facility would be a place where families can come, not a gentleman's club. Mr. Banker stated they are aware of the parking needs and will secure surrounding land for that parking because they anticipate many people from Manhattan, Abilene, Enterprise, Chapman and the surrounding community coming.

Vice-Chair Mortensen stated that the applicant indicates a certain type of restaurant, but the City has no control over the type of use, only that a drinking establishment would be permitted. Mr. Yearout stated that the proposed "CCS" District does not allow an adult entertainment facility, but other drinking establishments are permitted.

Commissioner Moyer stated he visited with the owner of Geary Grain, which owns the land on the north side of 8th Street, and they are concerned about keeping people from parking on their lot, which is already a problem. It is a concern because of the liability issues.

Mr. Banker stated the City needs to be more progressive and stop holding the progress back. This town is growing and the Commission needs to offer the town a future by approving this requested zoning change to allow development of a new family restaurant and fun center.

Vice-Chair Mortensen stated, in his opinion, it is not that the City could not use or support another restaurant, but the question is whether this is the right location.

Commissioner Watson stated he understands that the investors are working on providing parking arrangements; however, if the claimed verbal agreements fall through there are inadequate parking opportunities on-site. He stated he would be more supportive of the request if the applicants presented a contract with surrounding property owners willing to allow parking on their property subject to approval of the zoning allowing the development.

Mr. Baronda stated that he owned the property to the west that would allow some parking. Mr. Banker stated that if they get the zoning, then they are going ahead and negotiate with the owners to buy area for parking.

Mr. Yearout stated that in a situation like this, it is very appropriate for the applicants to obtain options subject to the zoning. Developers know to bring all the information in with the application showing that the supporting needs are met. Failure to provide that information with the application is too speculative.

Commissioner Moyer stated that he agrees with staff that this is not the appropriate location; the surrounding uses include a grain elevator, auto salvage, power substation and warehouses. The proposed family restaurant/entertainment facility does not seem to fit.

There being no further comments or discussion, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. Z-02-01-13, concerning the request of Leon Baronda, owner, requesting to rezone from "IH" Heavy Industrial District to "CCS" Central Commercial Special District the property at 411 East 8th Street, Junction City, Kansas, be recommended for denial by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing. Commissioner Ryan seconded the motion and it carried unanimously.

Mr. Yearout stated that this would be considered at the March 19, 2013, meeting of the City Commission.

Item No. 2 – Case No. Z-02-02-13 – Public Hearing to consider rezoning property from "A" Agricultural District to "PDD" Planned Development District.

Vice-Chair Mortensen opened the public hearing on the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District and request the annexation thereof, and called for the staff report.

Mr. Yearout explained that this deals with a "land swap" between Mr. Walker and the owners of the adjacent golf course. As stated in the staff report, the two owners have exchanged tracts of land because of how the land is actually used. Mr. Walker's land was occupied by portions of the golf course and the land owned by the golf course is not used as part of the golf course layout. This action is to recommend the appropriate zoning classification in conjunction with the annexation of the land, which is included in a replatting that will be considered later on this agenda. The proposed "PDD" is how the adjoining land is zoned and this property will be incorporated into the existing lot in the Country Club Hills Addition through the replatting. Mr. Yearout concluded by stating staff is recommending approval of the rezoning and annexation for the reasons stated in the staff report.

Vice-Chair Mortensen asked for questions or comments from the audience.

Mr. Leon Osbourn, Kaw Valley Engineering and agent, stated he was present to represent Mr. Walker and that he had nothing further to add to Mr. Yearout's comments, but would be happy to answer any questions.

There being no further appearances, questions or comments, Vice-Chair Mortensen closed the public hearing and called for a motion.

Commissioner Watson moved that Case No. Z-02-02-13, concerning the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, to rezone certain property adjacent to Timberwood Drive from "A" Agricultural District to "PDD" Planned Development District be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing; and that the property be annexed

into the City of Junction City, Kansas. Commissioner Mowry seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 3 – FP-02-01-13 - Final Plat for Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval for the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Kansas, as amended and called for the staff report.

Mr. Yearout stated this property is located on the east side of Spring Valley Road and north of Ponca Drive. In March of 2012, the Metropolitan Planning Commission approved a final plat of Quarry Oaks Addition containing 11.36 acres including this property and other land north on Navajo Drive; however, the developer requested the plat be withdrawn prior to submission to the City Commission. The developer now wishes to reduce the original proposal to just the four lots along Spring Valley Road as identified on the revised plat.

Mr. Yearout stated this final plat is in conformance with the approved preliminary plat of this addition and no alterations or changes were made relative to these four lots. When the remainder of the land is platted north of Navajo Drive, there may be some modifications to what was originally proposed.

Mr. Yearout noted the developer proposes to privately pay for the extension of public utilities serving this development; therefore, no benefit district or public financing will be required. As required, a Development Agreement will be prepared and submitted along with the final plat to the City Commission. Mr. Yearout concluded by stating that staff is recommending approval of this plat as presented.

There being no questions of staff, Vice-Chair Mortensen asked if there was anyone present wishing to speak on this matter.

Mr. Leon Osbourn, Kaw Valley Engineering, representing the applicant, stated the developer believes there is a strong market of buyers wanting one-half to one acre lots; therefore, the developer has decided to request final platting on just these four lots. Future development of the unplatted property to the east will depend on the housing market demand.

There being no other appearances, comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-01-13, the application of Kaw Valley Engineering, agent, on behalf of RMD Investments, LLC, owner, requesting final plat approval of Quarry Oaks Addition, Unit No. 1, located on the east side of Spring Valley Road and north of Ponca Drive, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance upon completion of the development agreement addressing

the public improvements within this plat. Commissioner Dibben seconded the motion and it carried unanimously.

Item No. 4 – FP-02-02-13 – Final Plat for Quarry Addition a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas.

Vice-Chair Mortensen opened discussion on the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval for Quarry Addition, a Replat of Lot 8, Replat of Lots 2 thru 11 Country Club Hills & Unplatted Land to the City of Junction City, Geary County, Kansas, and called for the staff report.

Mr. Yearout stated this plat simply allows for the redesign of a single lot that will modify easement areas and includes the strip of land outside the City limits, which, as noted in the zoning case discussed earlier, will be annexed into the City. There are no utility concerns and services to the lot will be addressed when a building permit is issued. There are no public sewers and an on-site wastewater system will be used similar to the condition on the replatting of the Stone Ridge Addition last year. Mr. Yearout stated that staff recommends approval of the plat as presented.

Mr. Leon Osbourn, Kaw Valley Engineering, stated he was present to represent Mr. Walker and answer any questions the Commission may have.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. FP-02-02-01, the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved as recommended by staff; the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance. Commissioner Ryan seconded the motion and it carried unanimously.

Item No. 5 – SUP-02-01-13 – Public Hearing for a Special Use Permit to allow a worm farm as a business in the “RM” Multiple Family Residential District.

Vice-Chair Mortensen opened the public hearing on the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned “RM” Multiple Family Residential District at 226 East 12th Street, Junction City, Kansas, and called for the staff report.

Mr. Yearout stated Mr. Cox approached staff about establishing a worm farm in his basement as a home occupation. Mr. Cox was advised that a worm farm was not a permitted home occupation and the only way to establish such a use in a residence was to obtain a Special Use Permit. Following the application submission, Mr. Yearout stated staff obtained information from the County Appraiser’s Office indicating this property was being used for “apartment” purposes. Mr. Cox was contacted on this issue and subsequently revised the information at the Appraiser’s office, confirming this property is a single family home and not an apartment. Those records have been corrected.

Mr. Yearout stated the information provided by the applicant states he intends to sell "bait worms" to retail outlets; does not plan to have any signs; and his proposed operation will have "little or no traffic" effects. The proposed size of the operation and the handling of sales transactions are unclear; however, based on the research conducted by staff, this type of operation may be compatible as a basement business operation; provided adequate safeguards are attached to the approval.

Mr. Yearout stated he visited with County Extension Agent Chuck Otte and researched the internet concerning worm farming operations, and that information is contained in the staff report. That information shows the business of 'worm farming' can range from a basement operation up to highly commercialized. Mr. Otte's primary concern was that, in case of abandonment, the worm farm be removed from the basement. Based on the information reviewed, staff believes this type of operation can be operated safely in a basement so long as it remains fairly small and doesn't grow to any formal commercial-type operation.

Mr. Yearout stated staff is supportive of the Special Use Permit request; provided adequate measures are taken to limit the size and scope of the operation. As pointed out in the staff report, the applicant needs to articulate the extent to which he intends to operate the business; the amount of space and equipment to be used; whether outside or other employees might be anticipated; and what measures are being taken to remove the equipment and material if this operation does not work. In light of these unanswered issues, staff has not provided a specific recommendation nor specifically listed any conditions that might be applied to the Special Use Permit, if recommended for approval.

There being no questions of staff, Vice-Chair Mortensen opened the hearing for public comment.

Mr. Martin Cox, 226 East 12th Street, stated he intends the operation to be in the basement of his home. The basement is not finished as a living area; the walls are of quarry rock with a dirt floor. Mr. Cox indicated that if he ceased the operation, he would release them into his garden. Mr. Cox said he intends to start off small and if the business expands beyond the basement area, he will relocate. He stated he does not intend to have worms in any other part of his house.

Mr. Cox stated that he orders the worms on the internet and anticipates repackaging and resale to local and surrounding businesses. There will not be any additional incoming traffic because the worms are delivered by the Post Office with his normal mail delivery; and he will be delivering the worms to his customers.

In response to questions from the Commission, Mr. Cox stated he does not anticipate individual retail sales from his home; will probably use plastic containers for the worm beds; worms will be purchased from egg size up to five inches; he plans to be the 'middle' man and not 'grow' the worms to begin with, but will keep a supply on hand subject to demand; he will have no signs posted on the property; he will be feeding dry corn meal to avoid odor issues; and he will be living at the property.

There being no further appearances or questions of the applicant, Vice-Chair Mortensen closed the public hearing.

Discussion between the Commissioners and staff focused on areas of concern raised during the public hearing and the issues that need addressed as stipulations with the Special Use Permit. Vice-Chair Mortensen relayed his personal experiences of raising worms in his youth as part of a Boy Scout project, but was not certain of the complete relevance to this case other than he knew the operation could cause odor problems if not properly maintained and managed.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. SUP-02-01-13, the application of Martin Cox, owner, requesting a Special Use Permit to allow a worm farm as a business in his home on property zoned "RM" Multiple Family Residential District at 226 East 12th Street, be recommended for approval by the City Commission of Junction City, Kansas, subject to the following conditions:

1. No signs be allowed on the property;
2. The worm farm is to be limited to the basement area of the home and not expanded into any outside buildings;
3. No direct retail sales allowed to the public from the home; and
4. If the property is sold or the operation is abandoned, Mr. Cox is responsible to remove all the worm farm facility from the basement area.

Commissioner Dibben seconded the motion and it carried unanimously.

Mr. Yearout stated this would be considered by the City Commission at their March 19, 2013, meeting.

Item No. 6 – SUP-02-02-13 – Public Hearing for a Special Use Permit to allow a restaurant/catering business in the "IL" Light Industrial District.

Vice-Chair Mortensen called for the staff comments on this case.

Mr. Yearout stated that, due to an error in the legal notice, this case has been rescheduled to the regular March, 2013, meeting and no action necessary by the Commission.

Item No. 7 – Case No. TA-02-01-13 – Public Hearing to consider a Text Amendment to the Geary County Subdivision Regulations.

Vice-Chair Mortensen opened the public hearing on the application initiated by the Board of County Commissioners of Geary County to amend the Geary County Subdivision Regulations concerning certain agricultural lot split procedures, and called for the staff report.

Mr. Yearout stated this amendment would provide a process by which existing "homestead" sites on farms and ranches can be split from the balance of the property without creating an unusual parcel in order to meet the frontage requirements in the County Subdivision Regulations. This amendment establishes a new section in Article 3 of the Subdivision

Regulations called the "Homestead Agricultural Lot Split". The proposed language is set out in the staff report.

Mr. Yearout explained this procedure would allow the split without having to go through a rezoning and platting process. However, the significant difference between the "Agricultural Lot Split" and the proposed "Homestead Agricultural Lot Split" is the new procedures will require a full hearing by the MPC and final approval by the Board of County Commissioners. A traditional Agricultural Lot Split is approved by staff. This is intended to accommodate those former "homestead" locations that exist far off the public road system and it is not to be used to create new home sites that are accessible only by travel easements. This is considered to be acceptable because the process will permit reasonable division of the "homestead" site from the balance of the farm or ranch by recognizing existing conditions.

Mr. Yearout concluded by stating staff believes this text amendment will serve the best interests of the public and maintains the integrity of the Subdivision Regulations; therefore, staff recommends the MPC recommend approval of the amendment.

There being no questions of staff at this point, Vice-Chair Mortensen opened the meeting for public comment. There being no appearances, Vice-Chair Mortensen closed the public hearing.

In response to questions from the Commission members, Mr. Yearout stated there have been areas identified where this process will allow a land division to occur without imposing an unreasonable burden on the landowners or the County. This amendment is designed to accommodate situations where strict application of the Subdivision Regulations is not practical because of the required frontage of the new lot on an existing public road and the distance from the existing homestead site to the public road system.

There being no further comments or questions, Vice-Chair Mortensen called for a motion.

Commissioner Moyer moved that Case No. TA-02-01-13, the request initiated by the Board of County Commissioners to amend the Geary County Subdivision Regulations concerning certain Agricultural Lot Splits be recommended for approval by the Board of County Commissioners as recommended by staff and based on the information heard at this public hearing. Commissioner Watson seconded the motion and it carried unanimously.

4. OLD BUSINESS

Item No. 1 – Case No. TA-12-01-12 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application of the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to where churches, schools, and other places of assembly are authorized, and the process for approval, and called for the staff report.

Mr. Yearout stated this issue was first brought to the Commission for consideration back in July of 2012 based on concerns expressed by the Economic Development Commission regarding where churches and schools were permitted according to the City's Zoning Regulations. The staff report outlines the background on the inception and the various

concerns connected with this proposed text amendment. In short, current City Zoning Regulations have little to no control over the location of schools, churches or other places of assembly. Local jurisdictions must adhere to the federal Religious Land Use and Institutionalized Persons Act enacted in 2000.

Mr. Yearout stated copies of the current relative sections of the Zoning Regulations, and the proposed amendments were handed out just prior to the meeting. Mr. Yearout explained there are three main issues involved with the proposed text amendment. First is to add a definition for 'church' and for 'school'; second is to delete all references to churches and schools, as well as uses such as fraternal and service clubs and YMCA type uses; and third to allow consideration and approval only by Special Use Permit in certain zoning districts.

Mr. Yearout explained he has also incorporated the addition of "drug stores" as an allowable use in the "CG" General Commercial District. Staff has determined this use was erroneously left off the list at some point in the past. He also explained that some "clean-up" language referencing 'restaurants' or 'drinking establishments' is being included to be consistent with language within each commercial district. These proposals are shown in the copy provided for the Commissioners' review.

Mr. Yearout pointed out that the major part of the proposed text amendment deals with Article V, Special Use Permits. Specifically, in Section 445.160; staff is recommending the addition of paragraph "C" which lists recommended criteria to be considered by the Commission when reviewing a site plan. Mr. Yearout explained these guidelines help promote consistency and equal treatment for all applicants of Special Use Permits.

Mr. Yearout concluded by stating that staff believes the amendments are good for the City and recommends the MPC recommend approval of these text amendments to the City Commission.

Vice-Chair Mortensen asked if the separation distance between a school/church and a drinking establishment or restaurant serving alcoholic beverages was considered. Mr. Yearout stated the separation designation in the City's Zoning Regulations was not being amended. He explained the State laws dealing with this issue have been modified over the years; however, there are still some separation distance laws for cereal malt beverages on the books. The Special Use process will allow the City to evaluate the impact of a proposed church or school in relation to commercial areas better than what exists in the Zoning Regulations.

There being no further questions of staff, Vice-Chair Mortensen opened the hearing for public comment. There being no appearances or further comments, Vice-Chair Mortensen closed the public hearing.

At the conclusion of a brief discussion among the Commissioners and staff, Vice-Chair Mortensen called for a motion.

Commissioner Watson moved that Case No. TA-12-01-12, a proposal to amend the Junction City Zoning Regulations by modifying the language concerning the manner in which churches and schools can be approved, along with the other text adjustments, be recommended for approval by the City Commission of the City of Junction City as outlined by staff based on the

reasons set out in the staff report and as heard at this public hearing. Commissioner Mowry seconded the motion and it carried unanimously.

Item No. 2 – TA-01-01-13 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Vice-Chair Mortensen reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to the keeping of animals, and called for the staff report.

Mr. Yearout stated this issue is still being evaluated at the City staff level and the expected action on amendments to the City Code may not occur until April or May. Until it is known what language needs to be modified in the Zoning Regulations, staff recommends this issue be continued.

Commissioner Ryan moved that Case No. TA-01-01-03, the request to amend the Junction City Zoning Regulations concerning the keeping of animals be continued to the March, 2013, meeting. Commissioner Dibben seconded the motion and it carried unanimously.

THERE ARE NO CASES FOR THE BOARD OF ZONING APPEALS

5. GENERAL DISCUSSION

Item No. 1 – Update on status of MPO

Mr. Yearout stated the Flint Hills Metropolitan Planning Organization is being finalized this month. Information from KDOT indicates that all the local governmental entities and the KDOT Secretary have signed the Designation Agreement creating the MPO. The Kansas Attorney General must give final blessing to the document, which is expected to be routine. In response to questions, Mr. Yearout briefly explained the role of the Flint Hills Regional Council regarding the MPO. He also stated the Commission will be kept apprised of MPO actions regarding the Comprehensive Plan.

Item No. 2 – Comprehensive Plan Update Status

Mr. Yearout stated the Request for Qualifications/Request for Proposals (RFQ/RFP) was mailed and posted on several websites. Mr. Yearout stated he has visited with a couple of interested companies. The responses are due by February 22, 2013. It is anticipated to have a recommendation for a firm to hire to the City and County governing bodies at the first meetings in April, with work to begin shortly after that.

Mr. Yearout introduced Chris Clanahan, who is serving as an intern in the office. Mr. Clanahan is a student in Kansas State University's Master of Community and Regional Planning program and will be assisting with the Comprehensive Plan Update. Mr. Clanahan has already begun to gather relevant information and will be working with the staff and consultant through his time with the Department, which will run through the end of the spring semester.

Item No. 3 – Set public hearing for Annexation – 1205 Hoover Road

Mr. Yearout stated the staff report gives a brief history concerning this property and explains the reason behind the need to set the public hearing. He indicated that the property is zoned "SR" Suburban Residential in the county and the recommended zoning will be "RS" Suburban Residential District in the City. There being no questions, Vice-Chair Mortensen called for a motion.

Commissioner Ryan moved to set a public hearing to consider the appropriate zoning classification for property at 1205 Hoover Road for the March, 2013, meeting. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 4 – Discuss request for Deannexation - James Didas; 2823 Rucker Road

Mr. Yearout indicated the staff report sets out the details surrounding the history of this property, starting with the annexation of this property in 2008 at the request of the then owner in anticipation of a development to be completed on the property. That proposed development never got past the platting stage because of the collapse of the economy; however, Rucker Road has been improved to City standards and all other city utilities have been constructed to or near the property.

Mr. Didas purchased this 35-acre tract with full knowledge that it was within the city limits. Prior to purchasing the property, he contacted city staff regarding the requirements for keeping farm animals. Mr. Didas was informed that the animals were allowed; however, the property must be fenced so no animals are kept within 100 feet of property lines abutting a city residential area.

Mr. Didas' request to deannex was discussed by the City Commission at two meetings. At the January 15, 2013, meeting, the City Commission unanimously voted to ask the MPC to review this request and make a recommendation regarding whether the property should be deannexed based upon the Comprehensive Plan and future growth and development plans for the City.

Mr. Yearout concluded by stating staff strongly recommends the request for deannexation be recommended for denial by the City Commission based on the information provided in the staff report. He informed the Commission this is not a mandatory action but the City Commission has asked for the MPC input. Mr. Yearout stated that Mr. Didas was present.

Mr. Didas stated he purchased this property knowing all the information staff reviewed. Mr. Didas stated that nothing has changed with the house and that it is still on a lagoon system. The available city sewer is approximately 700 feet away from his house and the balance of the property is open agricultural ground that is not going to be developed by him. Mr. Didas indicated he would like to have some cows and horses but felt he could not do that in the city. Mr. Didas said he is paying over \$2,000 per year in taxes for city services that he does not have and wants to use the property for agricultural purposes. Mr. Didas asked the Commission to recommend deannexation. He stated the property could always be annexed in the future if and when development actually occurred.

Mr. Yearout reminded the MPC and Mr. Didas the keeping of farm animals is allowed, but they must be kept 100-feet from the property line that abuts the city residential areas.

The MPC raised questions concerning the on-site wastewater systems; city fire and police protection; city utilities that are available in the area; the improvement of Rucker Road; the fact the property is surrounded on three sides by city limits; the fact Mr. Didas was aware the property was within the city limits before he bought the property; whether the 100-foot setback for farm animals on properties such as this was unreasonable and whether the possible amendment to the Zoning Regulations could modify that; and how this area might be identified in the upcoming review of the City's Comprehensive Plan.

Vice-Chair Mortensen stated that, in view of the fact a formal motion is not required; he asked for individual comments from each Commissioner.

Commissioner Moyer stated that the City has already significant financial investments in the immediate area with the improvement of Rucker Road and the availability of water and sewer utilities in the area. Also there is the benefit of Fire and Police protection from the City and the fact Mr. Didas was aware the property was within the City at time of purchase. Therefore, he believes the land should remain in the City and the deannexation be denied.

Commissioner Dibben stated he realizes the City has invested in improvements; however, being a farmer himself, if Mr. Didas wants to use the property for agricultural purposes, he should be allowed to. It was farm ground when annexed into the City and it has not changed since that time. He felt the property should be deannexed.

Commissioner Mowry stated that Mr. Didas knew it was in the City at time of purchase and the property is surrounded on three sides by the city. Therefore, he felt it seemed logical that it should stay within the City.

Commissioner Ryan stated the developer had control of the property when it was annexed in 2008 and intended to develop the property. The financial investment the City has incurred by improving Rucker Road and installing city water and sewer in the area are significant reasons why this property needs to remain in the City. He acknowledged this is a nice property, but it should remain in the city and not be deannexed.

Commissioner Watson stated this is a difficult situation that is a "heart versus head" decision. He said his heart agrees with Commissioner Dibben that a property owner should be able to do what he wants as long as he does not cause trouble for the surrounding neighbors. He further stated consideration needs to be given to lowering the 100-foot setback requirement for the fencing of animals. However, his head is saying that Mr. Didas did know it was in the City before he bought the property and, given the investment in utilities and services, it should remain in the City. He felt that if an area that is in the county but is surrounded by the city with all the improvements existing, then that county property should be annexed into the City and pay the appropriate taxes. This is an area that looks to be rural; however, because of the reasons stated by everyone, he felt this should remain in the city and not be deannexed.

Vice-Chair Mortensen stated he agreed with all the other statements made and, in particular, since this property is surrounded on three sides by property within the City and is already within the City limits, it should stay in because it will be developed at some point in time.

After additional discussion, it was the consensus of the MPC that the 100-foot setback requirement for fencing animals is excessive and a 30-foot setback seemed more reasonable. Additionally, the MPC felt a setback was necessary because this is generally not a fence

separating two pastures, but one side is the “greener grass” of someone’s yard. Mr. Yearout stated that provision will be included in the amendment still pending before the MPC.

6. ADJOURNMENT

There being no further business, Vice-Chair Mortensen declared the meeting adjourned at 9:00 p.m.

PASSED AND APPROVED this _____ day of March, 2013.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

February 14, 2013

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: FP-02-02-13 – Request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas.

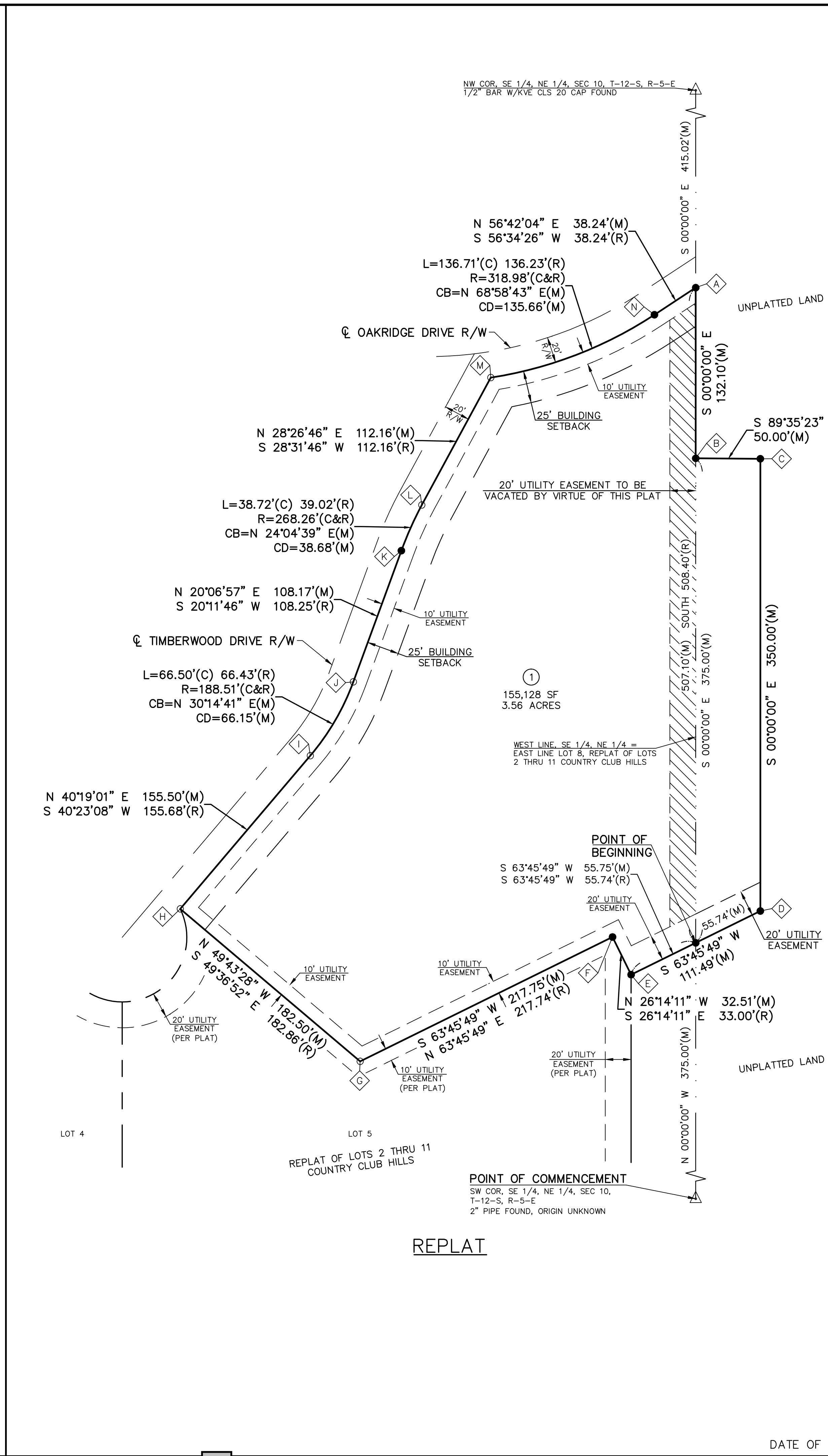
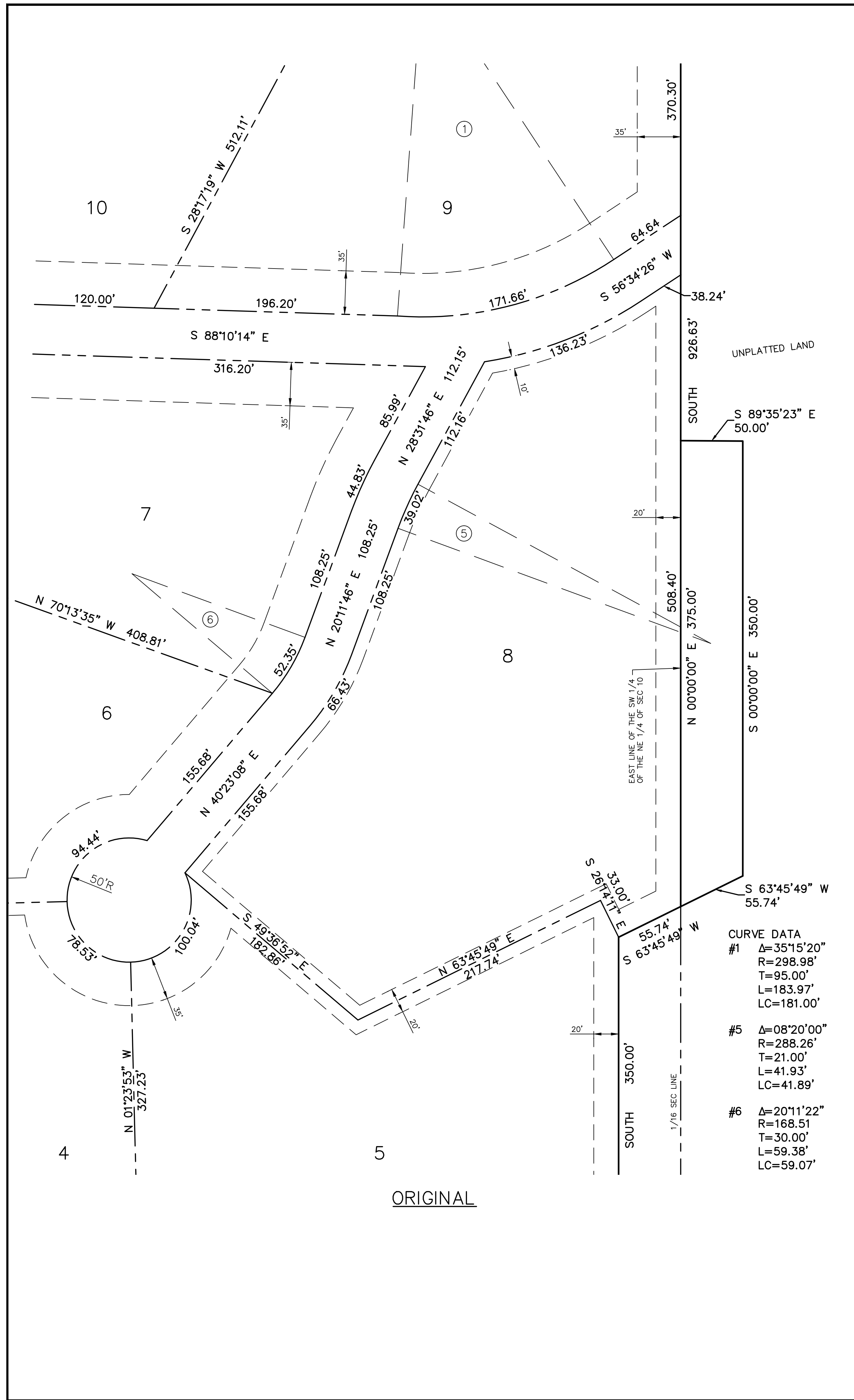
This is the request of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas. The plat will simply recreate a single lot, but will modify the arrangement of easements and include land that presently is outside the city limits. As noted in the earlier zoning case, the new land is also being annexed into the City.

There are no modifications to existing utilities required by reason of this replat and the services to the lot will be addressed at the time of a building permit when one is issued on the new lot. Apparently, there is a pending sale awaiting this replat.

Staff Recommendation: Staff recommends the Final Plat of the Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved and the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance.

Suggested Motion:

I move that Case No. FP-02-02-13, the application of Kaw Valley Engineering, agent, on behalf of David Walker, owner, requesting final plat approval of Quarry Addition, a Replat of Lot 8, Replat of Lots 2 through 11 of Country Club Hills Addition, and certain unplatted land in Junction City and Geary County, Kansas, be approved and the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance.



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

PROJECT LOCATION

CITY OF JUNCTION CITY, KANSAS

LEGEND

- SECTION CORNER FOUND
- 1/2" BAR FOUND, ORIGIN UNKNOWN
- 1/2"x24" REBAR W/KVE CLS 20 CAP SET
- (M) MEASURED
- (C) CALCULATED FROM MEASUREMENTS
- (R) RECORD DIMENSION AS SHOWN ON REPLAT OF LOTS 2 THRU 11 COUNTRY CLUB HILLS
- (1) LOT NUMBER
- PORTION OF PREVIOUSLY PLATTED EASEMENT TO BE VACATED BY VIRTUE OF THIS PLAT

| KANSAS STATE PLANE COORDINATES NORTH ZONE 1501, NAD 1983, US SURVEY FEET | | |
|---|-----------|------------|
| | NORTH | EAST |
| A | 254033.57 | 1636629.53 |
| B | 253901.49 | 1636631.97 |
| C | 253902.06 | 1636681.96 |
| D | 253552.12 | 1636688.42 |
| E | 253500.99 | 1636589.34 |
| F | 253529.88 | 1636574.43 |
| G | 253430.04 | 1636380.92 |
| H | 253545.43 | 1636239.53 |
| I | 253665.83 | 1636337.94 |
| J | 253723.58 | 1636370.20 |
| K | 253825.82 | 1636405.53 |
| L | 253861.42 | 1636420.65 |
| M | 253961.00 | 1636472.25 |
| N | 254011.99 | 1636597.96 |

FINAL PLAT
QUARRY ADDITION
A REPLAT OF LOT 8,
REPLAT OF LOTS 2 THRU 11
COUNTRY CLUB HILLS & UNPLATTED LAND
TO
JUNCTION CITY, KANSAS
KAW VALLEY ENGINEERING, INC.
2319 NORTH JACKSON | PO BOX 1304
JUNCTION CITY, KANSAS 66441
(785) 762-5040 | FAX (785) 762-7744
jc@kveng.com | www.kveng.com
JUNCTION CITY, KS | KANSAS CITY, MO | LENEXA, KS | SALINA, KS
DATE OF PREPARATION: JANUARY 25, 2013 PROJECT NO. A13S6292 SHEET 1 OF 2

PROPERTY DESCRIPTION:

LOT 8, REPLAT OF LOTS 2 THRU 11 COUNTRY CLUB HILLS TO JUNCTION CITY, KANSAS.

AND ALSO

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN IN THE COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE ON AN ASSUMED BEARING OF N 00°00'00" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 375.00 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF THE REPLAT OF LOTS 2 THRU 11 COUNTRY CLUB HILLS, A FINAL PLAT TO JUNCTION CITY RECORDED AT THE REGISTER OF DEEDS OFFICE OF SAID COUNTY IN PLAT BOOK "D" PAGE 9; THENCE N 00°00'00" E ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 375.00 FEET; THENCE S 89°35'23" E A DISTANCE OF 50.00 FEET; THENCE S 00°00'00" E PARALLEL TO SAID EAST LINE OF LOT 8, A DISTANCE OF 350.00 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 8; THENCE S 63°45'49" W ALONG SAID NORTHEASTERLY PROLONGATION, A DISTANCE OF 55.74 FEET TO THE POINT OF BEGINNING. CONTAINS 0.42 ACRE, MORE OR LESS. END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S 00°00'00" W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 10, TOWNSHIP 12 SOUTH, RANGE 5 EAST.

FLOOD STATEMENT:

SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN OTHER AREAS ZONE "X" ON THE FLOOD INSURANCE RATE MAP FOR JUNCTION CITY, KANSAS. COMMUNITY PANEL NO. 20112 0005 C, MAP REVISED: MARCH 18, 1987. SUBJECT PROPERTY IS ALSO LOCATED IN OTHER AREAS ZONE "X" ON THE FLOOD INSURANCE RATE MAP FOR GEARY COUNTY, KANSAS. COMMUNITY PANEL NO. 200579 0045 C, EFFECTIVE DATE: FEBRUARY 4, 1988. OTHER AREAS ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN". LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAPS.

NOTE:

1. THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.
2. THE ITEMS SHOWN ON THIS SURVEY AS (PER PLAT) REFER TO REPLAT OF LOTS 2 THRU 11 COUNTRY CLUB HILLS.

JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

THIS PLAT OF QUARRY ADDITION, A REPLAT OF LOT 8, REPLAT OF LOTS 2 THRU 11 COUNTY CLUB HILLS & UNPLATTED LAND HAS BEEN SUBMITTED TO AND APPROVED BY THE JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION, JUNCTION CITY, KANSAS.
DATED THIS DAY OF ,20__.

JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION BY CHAIRMAN, MAUREEN GUSTAFSON
SECRETARY, DAVID L. YEAROUT

REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF GEARY COUNTY RESOLUTION NO. 04-16-2012A. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.
APPROVED THIS DAY OF , 20__.

LAND SURVEYOR, JOHN B. YORK
REGISTRATION NO. 523

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS } SS
COUNTY OF GEARY }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE DAY OF ,20__, AT AND IS DULY RECORDED IN PLAT BOOK AT PAGE .

REGISTER OF DEEDS, DIANE BRIESTENSKY-LEONARD

ENTERED ON TRANSFER RECORD THIS DAY OF , 20__.

COUNTY CLERK, REBECCA BOSSEMEYER

SURVEYOR'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF JUNCTION CITY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS DAY OF ,20__.
DATE OF SURVEY: MAY 25, 2012



LAND SURVEYOR, JASON R. LOADER
REGISTRATION NO. 1462

OWNER'S CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT OR LICENSE TO THE PUBLIC TO LOCATE, CONSTRUCT, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS OR STRUCTURES UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT IS HEREBY GRANTED.
GIVEN UNDER MY HAND AT JUNCTION CITY, KANSAS THIS DAY OF ,20__.

DAVID WALKER

SILVIA WALKER

NOTARY CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

BE IT REMEMBERED THAT ON THIS DAY OF ,20__, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAVID WALKER AND SILVIA WALKER TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS } SS
COUNTY OF GEARY }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS DAY OF ,20__.

COUNTY TREASURER, KATHY TREMONT

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF KANSAS } SS
COUNTY OF GEARY }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS DAY OF ,20__.

COUNTY TREASURER, KATHY TREMONT

CERTIFICATE OF CITY COMMISSION

STATE OF KANSAS } SS
COUNTY OF GEARY }

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION
THIS DAY OF ,20__.

ATTEST

CITY CLERK, TYLER FICKEN

MAYOR, PAT LANDES

FINAL PLAT
QUARRY ADDITION
A REPLAT OF LOT 8,
REPLAT OF LOTS 2 THRU 11
COUNTRY CLUB HILLS & UNPLATTED LAND

TO
JUNCTION CITY, KANSAS
KAW VALLEY ENGINEERING, INC.

2319 NORTH JACKSON | PO BOX 1304
JUNCTION CITY, KANSAS 66441

(785) 762-5040 | FAX (785) 762-7744

jc@kveng.com | www.kveng.com

JUNCTION CITY, KS | KANSAS CITY, MO | LENEXA, KS | SALINA, KS

DATE OF PREPARATION: JANUARY 25, 2013 PROJECT NO. A13S6292 SHEET 2 OF 2

Backup material for agenda item:

- k. Consideration of Settlement Agreement in Eminent Domain Proceeding between City and Bruce V. Johnson

City of Junction City

City Commission

Agenda Memo

March 19, 2013 Meeting Date

From: Katie Logan, City Attorney

To: City Commission & Gerry Vernon, City Manager

Subject: Consideration and Approval Settlement Agreement
Relating to *City of Junction City v. Johnson*
Case No. 11CV284 in the District Court of Geary County, Kansas

Explanation of Issue:

In 2008, in connection with a then-planned relocation of Spring Valley Road and the installation of a sanitary sewer line to serve new development, the City obtained a temporary easement from Bruce V. Johnson for the construction of the sewer line across his property.

The City was then negotiating with Mr. Johnson for the purchase of right-of-way in lieu of eminent domain. The City's appraiser recommended a purchase price of about \$66,400, and Mr. Johnson had countered with a purchase price of about \$350,000. No agreement was reached, and the City did not institute eminent domain proceedings because the relocation of Spring Valley Road through Mr. Johnson's property was abandoned.

In 2011, Mr. Johnson's attorney, David Troup, advised the City that the sewer line had in fact been laid across Mr. Johnson's property in 2008 without a permanent easement, and demanded payment for that taking. After investigation, it was determined that the sewer line was built, even though no permanent easement had been granted by Mr. Johnson to the City.

The City initiated eminent domain proceedings against Mr. Johnson in 2011 to obtain the permanent easement for the sewer line, which was a smaller easement than originally contemplated since it did not include any right-of-way for Spring Valley Road.

As required under the eminent domain statutes, the court appointed appraisers, who conducted a hearing as to just compensation for the taking. The City's expert appraiser testified that just compensation for the taking was approximately \$4,400. Mr. Johnson presented evidence that just compensation was approximately \$126,000. The court appointed appraisers awarded \$13,140.81. The court added interest to the award in the amount of \$6,275.19, since the actual taking occurred in 2008. The total amount of the court-ordered award to Mr. Johnson is \$19,416.00, which the City has paid to the Clerk of the Court as required by statute.

Under the eminent domain statutes, the court-appointed appraiser's award may be appealed by either party. In this case, Mr. Johnson has agreed to waive his right to appeal in exchange for payment to him by the City of the additional sum of \$2,000.00.

The costs that would be incurred by the City if Mr. Johnson appeals, which include legal fees and additional expert appraiser fees, would substantially exceed \$2,000.

Attached is a Settlement Agreement which provides for the payment to Mr. Johnson of the additional sum of \$2,000 in consideration for his waiver of any right to appeal and for a full release of all claims against the City. If approved, this will bring the total compensation to Mr. Johnson for the taking to \$21,419.

Staff Recommendation: In order to resolve this eminent domain proceeding most efficiently and at the least cost to the City, I recommend approval of the attached Settlement Agreement, and authorization for the City to issue a check to Mr. Johnson for \$2,000.00.

Alternatives:

1. Approve Settlement Agreement
2. Disapprove Settlement Agreement
3. Table the item.

Suggested Motions:

Move to approve Settlement Agreement between the City and Bruce V. Johnson and authorize payment to Bruce V. Johnson of the sum of \$2,000.00.

Attachments:

Settlement Agreement

SETTLEMENT AGREEMENT

The City of Junction City, Kansas ("City"), and Bruce V. Johnson ("Landowner") (collectively, the "Parties"), hereby enter into this Settlement Agreement ("Agreement") on this _____ date of March 2013.

WHEREAS, disputes and differences have arisen between the City and Landowner regarding certain real property and easements taken by the City in *City of Junction City v. Johnson, et al.*, Case No. 11CV284, filed in the District Court of Geary County, Kansas ("Eminent Domain Action"); and

WHEREAS, the Parties to this Agreement desire to settle the Eminent Domain Action and to fully and finally resolve any and all disputes existing among and between them.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreement set forth herein, the Parties agree as follows:

1. **Settlement Payment.** Within ten business days after this Agreement is fully executed, the City shall pay Landowner an additional \$2,000.00 in full and final settlement of all existing claims and for his waiver of any right to appeal the award entered in the Eminent Domain Action.

2. **Release.** Landowner, individually, and on behalf of his affiliates, partners, insurers, sureties, successors, attorneys, representatives, agents, independent contractors, subsidiaries, beneficiaries, heirs, employees and assigns, and any other person, firm, or entity associated therewith, does fully and forever release and discharge the City, as well as its present and former Board members, officers, directors, administrators, managers, affiliates, partners, insurers, sureties, successors, attorneys, representatives, agents, independent contractors, subsidiaries, beneficiaries, employees and assigns, and any other person, firm, or entity associated therewith, from all actions, causes of action, obligations, duties, liabilities, rights, damages, judgments, debts, contracts, claims and demands of whatsoever kind or nature, at law or in equity, whether known or unknown, arising out of or related in any way to the facts, claims, and arguments at issue in the Eminent Domain Action. Landowner acknowledges and agrees that this Release is a general release and that the terms hereof are contractual and not a mere recital.

3. **Authority and Capacity to Execute.** Each of the persons signing this Agreement represents, warrants, and guarantees that he or she has the full and complete authority and capacity to execute the Agreement and bind the party for whom said person is signing.

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns, agents and representatives.

5. **Entire Agreement.** This Agreement constitutes the full, complete, and entire agreement between the Parties. There are no representations, promises, or agreements, whether expressed or implied, oral or written, that are not set forth herein. The terms of this Agreement are contractual and not a mere recital.

6. **Review of Agreement and Understanding Thereof.** The Parties represent that they have carefully read this Agreement and understand its terms and conditions without reservation. The Parties further acknowledge that in entering into this Agreement, they are relying wholly upon their own judgment, belief, and knowledge, and that they have not been influenced, to any extent whatsoever, by any representations or statements made by any other Party to this Agreement or the persons, firms, or corporations who are hereby released. The Parties have had the opportunity to receive the advice of legal counsel before entering into this Agreement and are doing so freely and voluntarily.

7. **Joint Preparation of Agreement.** This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by all the Parties, and any uncertainty or ambiguity shall not be interpreted against any person or entity.

8. **Amendments and Modifications.** No modifications, alterations, or amendments of this Agreement shall be effective unless made in writing and signed by each of the Parties hereto.

9. **Lawful Agreement.** The Parties agree that the covenants, promises, agreements, and representations herein made and provided are lawful and adequate consideration for each other.

10. **Invalidity.** If any provision in this Agreement should be held to be invalid or unenforceable, then such provision shall be made effective to the fullest extent reasonable and practical, and the invalidity or unenforceability of such provision shall not affect the remaining provisions, which shall at all times continue in full force and effect.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

12. **Execution of Additional Documents.** The Parties agree to cooperate fully and to execute any and all supplementary documents, and to take all additional actions and proceedings, whether legal, procedural, or otherwise, that may be necessary, advisable, or appropriate to give full force and effect to the terms and intent of this Agreement.

13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. A signature made on a faxed copy of the Agreement, or a signature

transmitted by facsimile or electronic mail, will have the same effect as the original signature.

14. **Use of Headings.** The Parties understand and agree the headings in this Agreement have been inserted for ease of reference only and do not in any way restrict or modify its terms or provisions.

15. **Time.** Time is of the essence in this Agreement.

16. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of _____ day of March 2013.

[Please Initial Each Page and Sign the Appropriate Signature Page to Follow.]

CITY OF JUNCTION CITY, KANSAS

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

Bruce V. Johnson

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of March 2013, before me, the undersigned, a notary public in and for the county and state aforesaid, came Bruce V. Johnson, personally known to me to be the same person who executed the within and foregoing Settlement Agreement, and that said person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My appointment expires:

RELEASE OF ATTORNEYS' LIEN

The undersigned attorney and Firm, David Troup and Weary Davis L.C. state that they are the attorneys for Landowner, and they hereby release and waive any and all claims and attorneys' liens that they have or may have related to the Eminent Domain Action, which is pending in the District Court of Geary County, Kansas, including any consideration paid pursuant to the foregoing Settlement Agreement, and further represent that there are no other attorneys' liens affecting said litigation and consideration.

David Troup, individually and on
behalf of Weary Davis L.C.